

FILED

MAY 15 1979

AGREEMENT No. 79-201

PETER McNAMEE, Clerk

(Agreement for Auditing Services)

By

DEPUTY

THIS AGREEMENT MADE AND ENTERED into this 15th day of May, 1979, by and between the County of Yolo, a political subdivision of the State of California, by and through the Grand Jury of the County of Yolo, hereinafter referred to as GRAND JURY, and Victor G. Bucher, Certified Public Accountant of the City of Woodland, State of California, hereinafter referred to as AUDITOR,

WITNESSETH:

Micro Fiched

I. EMPLOYMENT.

A. GRAND JURY after having been first empowered so to do by the Superior Court of the State of California, in and for the County of Yolo, has employed and does employ AUDITOR in accordance with the following terms and conditions:

1. AUDITOR agrees to make a careful and complete audit and examination of the operations, accounts and records, of those officers and departments of said County of Yolo, as set forth in Exhibit "A", which is attached hereto and incorporated herein by reference, in accordance with Section 925 of the California Penal Code. The Child Support audit shall be for the period beginning July 1, 1978, and ending June 30, 1979. The other audits required herein are operational audits not requiring a specified period.

B. The AUDITOR hereby accepts said employment and agrees to perform such audit in accordance with the terms and conditions of this agreement.

II. AUDIT PERSONNEL.

AUDITOR shall use only qualified and experienced personnel in conducting the audit.

1 III. REPORTS.

2 A. AUDITOR shall make preliminary findings and temporary reports to
3 GRAND JURY as may be advisable should the audit and examination disclose any
4 matter or matters which may be deemed advisable or expedient to bring to the
5 immediate attention of GRAND JURY. Such preliminary report or statement may be
6 made orally to GRAND JURY by AUDITOR or in such written or temporary manner as
7 may be agreed upon.

8 B. Audit Reports.

9 Said audit shall be completed and reports thereon furnished not
10 later than October 1, 1979, together with 6 copies thereof.

11 IV. COMPENSATION.

Micro Fiched

12 Consistent with the compensation estimate contained in Exhibit "A"
13 attached hereto, the compensation to be paid to AUDITOR shall be based upon
14 the hourly rates as set forth below.

15 Staff Employed by AUDITOR:

16 Paraprofessionals \$15.00 per hour

17 Professionals \$25.00 per hour

18 AUDITOR: \$40.00 per hour

19 The total compensation to be paid to AUDITOR under this agreement shall
20 not exceed the sum of \$9,500, unless AUDITOR first obtains the written
21 permission of GRAND JURY, the Judge of the Superior Court, and the Board of
22 Supervisors.

23 V. DETAIL WORK.

24 Notwithstanding the foregoing, it is expressly understood that in the
25 event AUDITOR encounters any circumstances in the conduct of the audit or
26 irregularities or unforeseen conditions which warrant more detailed investiga-

tion or audit not within the scope of the general audit, such circumstances shall be immediately reported to GRAND JURY, and if necessary, this agreement may be amended to provide for a more detailed audit and for additional compensation to be paid therefor. In the event such circumstances are encountered, AUDITOR shall immediately report such matter to GRAND JURY for approval of a more detailed investigation or audit.

VI. OTHER EMPLOYMENT.

During the term of this agreement, AUDITOR shall not accept any employment by the County of Yolo or its officers, agents or employees without the consent of GRAND JURY.

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IN WITNESS WHEREOF, GRAND JURY has caused this Agreement to be executed in accordance with the terms of Section 926 of the California Penal Code and AUDITOR has executed this Agreement, all on the day and year hereinabove written.

GRAND JURY OF THE COUNTY OF YOLO

BY Raymond J. Parnas
RAYMOND PARNAS, FOREMAN

BY Rosalie D. Nash
ROSALIE D. NASH, SECRETARY

Victor G. Bucher
VICTOR G. BUCHER, AUDITOR

Compensation provided in Agreement
Approved for the 1978-79 Yolo
County Grand Jury

Warren K. Taylor
WARREN K. TAYLOR
JUDGE OF THE SUPERIOR COURT

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BOARD OF SUPERVISORS OF THE COUNTY OF
YOLO, STATE OF CALIFORNIA

BY Betsy A. Marchand
BETSY A. MARCHAND, CHAIRMAN

ATTEST:

PETER McNAMEE, CLERK

BY Pete E. Lucas
DEPUTY

(SEAL)

Micro Fiched

EXHIBIT "A"
Victor G. Bucher

CERTIFIED PUBLIC ACCOUNTANT

127 Court Street • Woodland, California 95695 • Phone 916/666-3624

March 12, 1979

1978-79 Grand Jury
Yolo County
Court House
Woodland, Calif. 95695

Mr. Foreman and Jurors:

In response to your inquiry regarding management audits of various Yolo County agencies, I am pleased to submit the following proposal of the preliminary work plan and fee requirements of my firm.

Functional Purpose of Agency

Micro Fiched

(1) Public Administrator/Public Guardian

General: The Public Administrator is an elected officer and by appointment of the Board of Supervisors is also Public Guardian. As Public Administrator he is responsible for administration of the estate of any individual who does not have relatives living in California and who dies without leaving a will or without designating an executor. He acts to protect the rights of both creditors and heirs. As Public Guardian he is responsible when appointed by the Superior Court to manage the affairs of individuals who are unable to manage their own affairs in order to protect their interests. A Social Service Worker from Mental Health and a departmental Social Service Worker assist the Public Guardian in processing and providing services for guardianship and conservatorship cases.

(2) Building Inspection

General: The Building Inspection Department is responsible for regulation and inspection of all building construction in the unincorporated area of the County in the interest of public health and safety. The department also provides inspection services for County building and alteration work.

Regulation is accomplished through the issuance of permits for construction and inspections are made in accordance with appropriate sections of the Health and Safety Code, the Uniform Building, Plumbing Mechanical Codes and the National Electrical Code. Inspections cover the general field of structural safeguards, fire hazards, ventilation, heating, air conditioning, electrical wiring, and plumbing.

Inspection Services: Responsible for conducting field inspections to insure Code compliance attendant to validly issued building, plumbing, electrical, sign, or single lot grading permits. Responsibilities include the maintenance of an active enforcement program to detect construction being illegally performed without permits and inspections.

(3) Superior Court

Micro Fiched

General: The three departments of the Superior Court in the County have jurisdiction over felony cases, cases involving title and possession of real property, civil cases over \$1,000, dissolutions of marriage, probate and guardianship matters, and mental and juvenile proceedings. The presiding judge supervises the administrative business of the Court and has responsibility for direction and supervision of the attaches of the Court. The judges are elected at large by the voters for six-year terms.

Jury Commissioner: Responsible for the selection, qualification and certification of jurors to the Superior Courts and also serves as Superior Court Secretary.

Juvenile Justice Commission: The Juvenile Justice Commission is mandated by State law and consists of seven to fifteen members appointed for four-year terms by the presiding judge of the Superior Court. The Commission is responsible for inquiring into the administration of juvenile court law in the County, inspecting juvenile institutions at least once a year and reporting the results of such inspections to the Juvenile Court and the Youth Authority.

Juvenile Court Referee: Hears cases which are assigned by the presiding judge of the Juvenile Court and has the same powers as the judge of the Juvenile Court. The Juvenile Court Referee conducts preliminary and detention hearings, instructs parties and witnesses to juvenile actions as to their rights, hears testimony, determines factual and legal questions, appoints legal counsel for juveniles, takes custody of juveniles when necessary, and directs treatment programs in coordination with the County Probation Department.

(4) District Attorney-Family Support Division

The Family Support Division (FSD) of the Yolo County District Attorney's office has primary responsibility for civil and criminal enforcement of child support obligations regarding dependent children residing within Yolo County.

FSD's staff attorneys act as the County's legal representatives in all child support collection matters. This includes bringing civil actions to determine paternity, civil and criminal actions to enforce support obligations, and contempt and contempt-related proceedings to enforce existing court orders, including orders of other jurisdictions in reciprocal cases (Uniform Reciprocal Enforcement Act cases).

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FSD's administrative functions include processing absent parent information relating to all AFDC and BHI applications received by the County Department of Public Welfare as well as all cases submitted to FSD by nonwelfare custodial parents residing in Yolo County and reciprocal cases referred by other jurisdictions. This includes locating absent parents, establishing paternity, referring cases to the legal staff for court proceedings against absent parents, referring cases to other jurisdictions in which absent parents are believed to reside, establishing accounts in cases in which collection is anticipated, and monitoring compliance with court orders involving child support.

FSD performs the collection and accounting functions relative to all child support payments received within the County. These functions include maintenance of accounts, processing of payments received, and preparation of reports for management information and for use in preparation of claims and offsets relating to State and Federal subventions.

Priorities & Objectives

Based on information which was provided with your letter requesting this proposal, the work plan which I propose would proceed as follows:

First: Public Administrator/Public Guardian. This area appears to be in need of immediate attention and implementation of recommended controls. Violation of some of the most basic precepts of financial control (i.e. signing blank checks, destruction of invoices upon payment, etc.) have been noted in the John Forbes report of May 1978. It is interesting to note that the report is silent regarding "on-the-spot" corrections or implementation of recommendations made.

Second: Building Inspection. This department, in view of the impact of Proposition 13 and the anticipated development under the new General Plan of Woodland, should be inspected with regard to the correctness and control of funds.

Third: District Attorney-Child Support Division (Collection Procedure and Trust Fund). The review of corrective action of the 1977-78 report deficiencies and controls of the child support funds collection and trust fund accounting including a procedural review of new tasks assumed should be completed within the time frame of the current Grand Jury.

Fourth: Superior Courts. The proposed review is substantially one of organizational efficiency. Since it is the only one of the four which does not directly involve the collection of monies and placement of same into accountable trust funds and/or the County Treasury, I consider it as the last in priority of work to be performed.

Work Plan

Micro Fiched

The following work plan illustrates some of the major tasks I will perform. This plan is based on a preliminary survey of the agencies involved and should be considered subject to change as needs arise.

Anticipated Procedures:

- (1) Public Administrator/Public Guardian
- (2) Building Inspection
 - A. Review existing documentation to include:
 1. Any prior internal audit reports or comments by outside auditors or regulatory agencies
 2. Direction by superior agencies having a control impact upon agency under review
 3. County statements as to operational policy
 4. Codified or judicial statements as to operational requirements
 5. Any other existing procedural documentation
 - B. Review procedures, controls, forms, and delegated duties for compliance with:
 1. Laws and regulations governing agency under review
 2. Policy statements of procedure
 3. Basic principles of management control
 4. Efficiency and common sense
 - C. Test specific cases for compliance with laws, policy and control

- C. Test specific cases for compliance with laws, policy and control
 - D. Insure "on-the-spot" correction of significant violations
 - E. Report of findings and recommend methods of improvement
- (3) District Attorney-Child Support (Collection Procedure)
- A. Review corrective action on prior report deficiencies noted
 - B. Review changes in law governing procedures since previous report as it relates to the collection, accounting and disbursement procedure
 - C. Review collection procedural areas as follows:
 - 1. Organizational structure
 - 2. Compliance with law, regulations, and policy
 - 3. Forms management
 - 4. Reconciliation of trust accounts
 - 5. Disbursement authorizations
 - D. Review new tasks assumed by FSD since prior report.
 - 1. Authority imposing assumed tasks
 - 2. Procedural regulations encompassing tasks
 - 3. Compliance with regulation and policy
 - E. Report on findings and make appropriate recommendations in areas needed
- (4) Superior Court
- A. Review authorized clerical organizational structure and compare to actual structure.
 - 1. Pay category and job description v.s. actual work
 - 2. Interrelationship of clerical positions and flow of work
 - B. Design a simple system which will provide workload statistics for courts.
 - C. Assess feasibility of and possible design of system to account for work hours of judges by type of legal action heard.
 - D. Report on findings and provide systems design

Micro Fiched

'78-79 Grand Jury
March 12, 1979

County Personnel Assistance

This proposal to perform the foregoing services is based upon the assumption that appropriate County officials and employees will be reasonably cooperative and will provide me with informational schedules and assistance as reasonably requested to allow me to complete my tasks in an efficient and timely manner.

Nature of Reports

The reports to be rendered are essentially management systems, internal control, and compliance reviews which will include recommendations as they are deemed appropriate. The scope and work plan of these reviews are not designed to uncover defalcations, misappropriations, or the like, should any exist. If however, in the course of my work, a situation comes to my attention which, in my judgement, is a serious departure from established control, I will notify you immediately and will present my findings for your consideration of a change in the scope of my work plan.

Fees and Billings

Micro Fiched

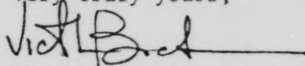
My billing rates reflect the training and experience of the professionals on my staff who perform the work. Fees for services are based on actual hours spent on the engagement at standard billing rates (range \$20-\$40) plus out-of-pocket expenses, at cost. I anticipate that the fees for the services delineated at the beginning of this proposal will be not more than, as follows:

Public Administrator/Public Guardian:	\$3,450
Building Inspection:	\$2,450
District Attorney-Child Support:	\$1,450
Superior Courts:	\$2,150

Of course, the Grand Jury will be the beneficiary of any reduction in actual time spent compared to my estimate. I will render billings as reports are presented.

Thank you for requesting my proposal for services. I look forward to receiving your reply in the near future so that work may begin.

Very truly yours,



Victor G. Bucher

VCB/fg

FILED

AGREEMENT NO. 79-202

JUN - 5 1979

COUNTY OF YOLO, CALIFORNIA

CONTRACT AGREEMENT

PETER McNAMEE, Clerk

By *Debra E. Conley*
Deputy

THIS AGREEMENT, made and entered into this 15th day
of May, 1979, by and between

C.J. PETERSON CONSTRUCTION CO.

hereinafter termed "Contractor," and the County of Yolo,
hereinafter termed "County";

W I T N E S S E T H

Micro Fiched

WHEREAS, the Board of Supervisors of said County has
awarded a contract to Contractor for performing the work
hereinafter mentioned in accordance with the Contractor's
accepted proposal:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE I - That for and in consideration of the payments
and agreements hereinafter mentioned, to be made and performed
by the said County, and under the conditions expressed in the
two bonds, bearing even date with this contract, and hereunto
attached, the said Contractor agrees with said County at his
own proper cost and expense, to do all the work and furnish
all the materials, except such as are mentioned in the
specifications and plans to be furnished by said County necessary
to construct and complete in a good workmanlike and substantial
manner and to the satisfaction of the Department of Public
Works, of the County of Yolo,

REPLACEMENT OF BRIDGE No. 13-24.06 on COUNTY ROAD No. 13

(Description and Location of Project)

in accordance with the special provisions, and specifications
of the County of Yolo, which said special provisions and
specifications are hereby specifically referred to and by
such reference made a part hereof.

The work to be done is shown upon a set of plans
entitled County of Yolo, Department of Public Works,

REPLACEMENT OF BRIDGE No. 13-24.06 on COUNTY ROAD No. 13

(Plan Index No. 13.39 to 13.45)

(WO #4323)

Approved January 22, 1979 (date), by the Director of Public
Works, which said set of plans is hereby made a part of this
contract.

Micro Fiched

ARTICLE II - The said County hereby fixes the time for
commencement of said work to be within fifteen (15) days
next after the date of notice to proceed and for its completion
to be within Thirty-five (35) working days next after
the actual date of commencement; and further promises and
agrees with the said Contractor to employ, and does hereby
employ, the said Contractor to provide the materials and to
do the work according to the terms and conditions herein
contained and referred to, for the prices aforesaid, and hereby
contracts to pay the same at the time, in the manner and upon
the conditions above set forth; and the County and the Contractor
for themselves, their heirs, executors, administrators,
successors and assigns, do hereby agree to the full performance
of the covenants herein contained.

ARTICLE III - By my signature hereunder, as Contractor,
I certify that I am aware of the provisions of Section 3700 of
the Labor Code which require every employer to be insured against
liability for workmen's compensation or to undertake self-
insurance in accordance with the provisions of that code, and I
will comply with such provisions before commencing the perfor-
mance of the work of this contract.

ARTICLE IV - It is further agreed and stipulated, in
accordance with the provisions of the California Labor Code, that
the Board of Supervisors of the County of Yolo has ascertained
the general prevailing wage rates applicable for the work to
be done, and that said prevailing wage rates are as specified
in the Notice to Contractors as being adopted by the Board of
Supervisors in that certain resolution which resolution is
hereby referred to for a statement of said rates and said rates
are incorporated herein by this reference as governing the
minimum wages.

ARTICLE V - And the said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage, arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the County of Yolo, and for all risks of every description connected with the work, also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them, to wit:

Micro Fiched

Item No.	Description	Estimated Quantity	Unit Figures (In Figures)	Total Price (In Figures)
1.	CLEARING & GRUBBING.	L.S.	1,200.00	\$ 1,200.00
2.	REMOVAL OF EXISTING BRIDGE	L.S.	7,000.00	7,000.00
3.	CHANNEL EXCAVATION	40 C.Y.	15.00	600.00
4.	STRUCTURAL EXCAVATION	90 C.Y.	25.00	2,250.00
5.	STRUCTURAL BACKFILL	90 C.Y.	25.00	2,250.00
6.	FURNISH CONCRETE PILES (CLASS 45-1, ALT., 'Y')	10 EA.	820.00	8,200.00
7.	DRIVE CONCRETE PILES	405 L.F.	24.00	9,720.00
8.	STRUCTURAL CONCRETE (BRIDGE CLASS 'A') (110 C.Y.)	L.S.	25,000.00	25,000.00
9.	BAR REINFORCING STEEL (BRIDGE) (13,000 lbs.)	L.S.	5,000.00	5,000.00
10.	METAL TUBE BRIDGE RAILING (TYPE -115)	108 L.F.	47.00	5,076.00
11.	WOOD-POST. METAL BEAM GUARD RAILING	35 L.F.	28.00	980.00
12.	SLOPE PROTECTION	83 C.Y.	30.00	2,490.00
13.	CABLE ANCHOR ASSEMBLY (BREAKAWAY, TYPE 'A')	2 EA.	300.00	600.00
	TOTAL			70,366.00

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands the year and date first above written.

APPROVED:

COUNTY OF YOLO

[Signature]
(County Counsel), Deputy

BY *[Signature]*
Chairman of the Board of
Supervisors

ATTEST:

Micro Fiched

Peter McNamee, Clerk

By *[Signature]*, Deputy

BY *[Signature]*
(Curtis J. Peterson)

C. J. PETERSON CONSTRUCTION CO.

P.O. BOX 38816

Sacramento, CA 95838

Contractor & Address

Licensed in accordance with
an act providing for the
registration of Contractors,
License No. 288022

APPLICATION FOR CHANGE IN GROUP INSURANCE

CROWN
LIFE INSURANCE COMPANY

GROUP POLICY NO.

#23045

NAME OF POLICYHOLDER

COUNTY OF YOLO

EFFECTIVE DATE OF CHANGE

Day	Month	Year
1	3	79

DESCRIPTION OF POLICY CHANGES

AGREEMENT NO. 79-203

Amend Master Contract to incorporate all County employees
and their eligible dependents under a 1975 Dental Schedule
effective March 1, 1979.

Rates:	Single Employee	\$ 7.42
	Employee with 1 Dependent	\$16.42
	Employee with 2 or more Dependents	\$27.62

Micro Fiched

FILED

JUN 25 1979

PETER McNAMEE, Clerk
By B. A. Adams
DEPUTY

RECEIVED

JUN 25 1979

PETER McNAMEE, Clerk
By _____
Deputy

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL
By R. M. Mack
DEPUTY COUNTY COUNSEL

Following approval by the Crown Life Insurance Company, the above changes will become effective in accordance with the Group Insurance Policy Change form to be issued to the policyholder, and will apply to employees who are at work on a full-time and full-pay basis on the effective date. If an employee is absent from work on the effective date, the above changes will not apply to the employee until he returns to work on a full-time and full-pay basis.

June 13 1979
Date

Ken Mitchell
Group Sales Representative

County of Yolo
B. A. Adams
Chairman, Board of Supervisors,
County of Yolo, State of California.
May 22, 1979
Date

FILED

MAY 22 1979

PETER McNAMEE, Clerk

By Robt E. Quinn
DEPUTY

AGREEMENT NO. 72-204

(Agreement to Provide Pathologist Services)

THIS AGREEMENT, made and entered into this 22nd day of
May, 1979, by and between the COUNTY OF YOLO, a
political subdivision of the State of California, hereinafter called COUNTY
and LESLIE B. HADFY, M.D., hereinafter called PATHOLOGIST,

W I T N E S S E T H:

WHEREAS, the County of Yolo requires the services of a Pathologist,
and also professional guidance in the operation of the hospital laboratory;
and

Micro Fiched

WHEREAS, the PATHOLOGIST is a duly qualified and licensed
specialist;
and

WHEREAS, the parties hereto are desirous of entering into this
agreement in order to provide a full statement of their respective covenants
and agreements in connection with the provisions of pathological services of
the County hospital and the provision of professional guidance in the
operation of the hospital laboratory during the term thereof;

NOW THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS
AND AGREEMENTS HEREIN CONTAINED, it is understood and agreed by and between
the parties hereto as follows;

FIRST: The PATHOLOGIST shall provide service in his professional
specialty as may be required by the Medical Director, Chief of Staff, and/or
Hospital Administrator for patients receiving treatment at Yolo General
Hospital determined by COUNTY to be medically indigent.

SECOND: The PATHOLOGIST shall be on call for the performance of
autopsies as may be required by the Medical Director, Chief of Staff, and/or
Hospital Administrator.

THIRD: The PATHOLOGIST shall assist the Hospital Administrator
in the technical operation of the hospital laboratory and set up procedural
methods and standards for the laboratory.

1 FOURTH: All non-medical personnel required for the proper
2 operation of the hospital laboratory shall be selected and employed by the
3 hospital; however, the PATHOLOGIST may be an additional member of the medical
4 staff appointed to aid in the review of credentials in hiring of laboratory
5 technicians.

6 FIFTH: The PATHOLOGIST shall be a member of the Medical Staff of
7 Yolo General Hospital, subject to the Medical Staff By-Laws, Rules and
8 Regulations, and shall be granted such privileges as may be recommended by
9 the Governing Board of the Hospital.

10 SIXTH: COUNTY shall pay PATHOLOGIST as follows: **Micro Fiched**

11 A: Compensation at the same rate PATHOLOGIST charges to Health
12 Insurance for the Aged patients for services as a physician
13 in his professional specialty rendered to persons determined
14 by the COUNTY to be medically indigent;

15 B: The sum of FIVE HUNDRED (\$500) DOLLARS per month for
16 assistance in the technical operation of the laboratory.

17 C: ONE HUNDRED TWENTY (\$120) DOLLARS per autopsy performed and
18 report rendered.

19 SEVENTH: In the performance of the work, duties, and obligations
20 devolving upon him during this agreement, it is mutually understood and agreed
21 that the PATHOLOGIST is at all times acting and performing as an independent
22 contractor practicing his profession of medicine and surgery and specializing
23 in pathology; that COUNTY shall neither have nor exercise any control or
24 direction over the methods by which PATHOLOGIST shall perform his work and
25 functions excepting that said PATHOLOGIST does by this agreement agree to
26 perform his said work and functions at all times in strict accordance with
27 currently approved methods and practices in his professional specialty, and
28 that the sole interest of the COUNTY is to assure that said pathological
29 work and service shall be performed and rendered in a competent, efficient,
30 and satisfactory manner. All applicable provisions relating to licensing
31 and regulating of physicians and hospitals shall be fully complied with by
32 all parties hereto.

1 EIGHTH: In the event there is any disagreement between PATHOLOGIST
2 and the hospital, such disagreement shall be referred to the Executive
3 Committee of the Yolo General Hospital Medical Staff for recommendation to
4 the Governing Board whose action shall be final. COUNTY expressly agrees
5 that the work of the PATHOLOGIST may be done by such assistant pathologists
6 as the PATHOLOGIST may employ, or associates or partners in practice with
7 PATHOLOGIST, so long as approval of the COUNTY is obtained prior to such
8 practice by assistant pathologists or associates or partners. Nothing
9 contained in this paragraph or in this agreement shall be construed to permit
10 assignment by the PATHOLOGIST of any rights under this agreement and such
11 assignment is expressly prohibited.

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12 NINTH: Any of the matters of agreement herein contained may be
13 altered from time to time by the written consent of the parties without in
14 any way affecting the remainder.

15 TENTH: COUNTY shall permit PATHOLOGIST to provide services as a
16 physician in his professional specialty to patients receiving treatment at
17 Yolo General Hospital upon referral of a physician at Yolo General Hospital,
18 and COUNTY shall perform clerical services for PATHOLOGIST including
19 providing names, addresses, responsible parties, and insurance information;
20 provided, however, COUNTY shall not be responsible for the collection of
21 PATHOLOGIST's accounts for such services or for the accuracy of the
22 information provided.

23 ELEVENTH: This agreement shall commence on July 1, 1979, and remain
24 in effect on a continuing basis; however, it may be terminated by either
25 party upon thirty (30) days' written notice to the other of intention to
26 terminate.

27 TWELFTH: This agreement supersedes Agreement No. 78-189.

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IN WITNESS WHEREOF, the parties hereto have executed this
agreement as of the day and year hereinabove set forth.

COUNTY OF YOLO, a political subdivision
of the State of California

Betsy A. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

PETER MCNAMEE, CLERK

Micro Fiched

By *Peter E. McNamee*
Deputy

(SEAL)

Leslie B. Hadfy
LESLIE B. HADFY, M.D.

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL

By *Robert J. Mack*
DEPUTY COUNTY COUNSEL

FILED

MAY 22 1979

PETER McNAMEE, Clerk

By *Peter McNamee*
DEPUTY

AGREEMENT NO. 79-205

(Agreement for Physician Services)

THIS AGREEMENT, made and entered into this 22nd day of
May, 1979, by and between the COUNTY OF YOLO, a
political subdivision of the State of California, hereinafter referred
to as COUNTY, and DANIEL M. D'AMICO, M.D., hereinafter referred to as
PHYSICIAN,

WITNESSETH:

Micro Fiched

RECITALS:

1. PHYSICIAN is a duly qualified and licensed physician and
orthopedic surgeon.
2. COUNTY desires to retain PHYSICIAN's services as a hospital-based
physician and orthopedic surgeon.

AGREEMENTS:

1. In consideration of the mutual covenants and agreements herein
contained, PHYSICIAN agrees to provide medical care within the
scope of his medical training, specialty, and staff privileges
as approved by the Medical Staff of Yolo General Hospital to
in-patients, out-patients, and emergency patients of COUNTY at
Yolo General Hospital. The staff time of PHYSICIAN shall include
treatment of in-patients, out-patients, and emergency patients, and
appropriate follow-up care, as assigned by the Medical Director.
2. In consideration of the mutual covenants and agreements herein
contained, COUNTY agrees as follows:
 - A. To pay PHYSICIAN for services rendered at the Medi-Cal rates
which are in effect as of the date of rendering of said services,
and which are applicable to the services rendered, less the
amount of insurance premiums paid by COUNTY as hereinafter specified.
 - B. To provide insurance insuring PHYSICIAN for damages because of
injury or death sustained by any person arising out of malpractice
error or mistake in rendering or failing to render the professional

1 services which are the subject of this agreement and at no other
2 time; said insurance to have policy limits of \$1,000,000 for
3 each occurrence and \$5,000,000 aggregate. Premiums for said
4 malpractice insurance shall be deducted from the monetary
5 compensation due to PHYSICIAN from COUNTY pursuant to Paragraph
6 "A" above, utilizing the following formula: The amount of
7 insurance premiums deducted pursuant to this paragraph shall
8 be determined by dividing the base full time insurance premium
9 equivalent to one full time physician under the terms of the
10 COUNTY's malpractice insurance policy by the fractional percentage
11 of full time service which PHYSICIAN has rendered during the
12 applicable pay period. By way of example, if PHYSICIAN works
13 one-half the number of hours that a full time COUNTY staff
14 physician works during the applicable pay period, the monetary
15 compensation due PHYSICIAN shall be deducted by the sum which is
16 equivalent to one-half the proportion of insurance premium which
17 is allocable to one full time physician for the pay period in
18 question.

Micro Fiched

- 19 C. Said compensation shall be paid by COUNTY to PHYSICIAN upon
20 submission by PHYSICIAN to the Medical Director of a claim
21 detailing the time spent in services rendered using the
22 appropriate Medi-Cal designation for said services. The Medical
23 Director shall enter on said claim the appropriate insurance
24 premium deduction pursuant to Paragraph "B" hereof, and if
25 otherwise appropriate, shall approve the same for payment by
26 the County Auditor.

27 3. IT IS MUTUALLY AGREED AS FOLLOWS:

- 28 A. This agreement shall commence on July 1, 1979, and remain in
29 effect on a continuing basis; however, it may be terminated
30 by either party upon thirty (30) days' written notice to the
31 other of intention to terminate.
32 B. Any notice to be given to PHYSICIAN may be given personally

1 or by depositing the same in the United States mail, postage
2 prepaid, and addressed to him at his last known mailing address
3 or at Yolo General Hospital, 170 W. Beamer Street, Woodland,
4 California, 95695.

5 C. In the performance of the work, duties, and obligations devolving
6 upon him under this contract, PHYSICIAN is at all times acting
7 and performing as an independent contractor practicing his
8 profession of physician and surgeon. COUNTY shall not have nor
9 exercise any control or direction over the methods by which
10 PHYSICIAN shall perform his work and functions, except that
11 PHYSICIAN does by this agreement agree to perform his work and
12 functions at all times in strict accordance with currently
13 approved methods and practices in his profession and that the
14 sole interest of COUNTY is to assure that said work and
15 functions shall be performed and rendered in a competent,
16 efficient and satisfactory manner. **Micro Fiched**

17 D. IT IS AGREED and PHYSICIAN makes the following statement of
18 contract status for himself for the purpose of facilitating
19 reimbursement under Title XVIII and Title XIX of the Social
20 Security Act, as amended, and otherwise. PHYSICIAN is retained
21 pursuant to this agreement as an independent contractor by the
22 County of Yolo, a political subdivision of the State of
23 California, to provide medical care to Yolo General Hospital.
24 As a contract physician PHYSICIAN receives compensation from
25 COUNTY pursuant to this agreement which by virtue of this
26 agreement fully compensates PHYSICIAN for all services performed
27 at Yolo General Hospital.

28 As a hospital-based physician at the Yolo General Hospital,
29 PHYSICIAN will be performing professional physician services
30 for patients receiving treatment in said hospital who are
31 covered by the supplemental medical insurance for the aged
32 program as established under Title XVIII and for patients

covered by Title XIX of the Social Security Act, and for
non-indigent patients receiving emergency treatment. All
physician services performed during the term of this agreement
will be undertaken in PHYSICIAN's capacity as a hospital-based
physician and within the course and scope of the provisions of
this agreement with the County of Yolo. **Micro Fiched**

E. PHYSICIAN hereby acknowledges the right of COUNTY or any of
its duly authorized administrators to accept any assignment made
by any person who receives medical treatment from PHYSICIAN at
the Yolo General Hospital pursuant to this agreement, the
amount payable to such persons for the medical treatment
given under Title XVIII or Title XIX of the Social Security Act
or to non-indigent patients receiving emergency treatment and to
receive any payments which may be made pursuant to such assignment.

IN WITNESS WHEREOF, the parties hereto have executed this
agreement as of the day and year first above written.

COUNTY OF YOLO, a political subdivision
of the State of California

Betsy A. Marchant
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

PETER McNAMEE, CLERK

By *Peter E. Lucas*

Deputy

(SEAL)

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL

Robert M. East
DEPUTY COUNTY COUNSEL

Daniel M. D'Amico
DANIEL M. D'AMICO, M.D.

FILED

AGREEMENT NO. 70-205
(Radiologist Agreement)

MAY 22 1979

PETER McNAMER, Clerk
By John E. [Signature]
DEPUTY

THIS AGREEMENT, made and executed in quadruplicate at Woodland, California, as of the 22nd day of May, 1979, by and between the COUNTY OF YOLO for the Yolo General Hospital, an institution owned and operated by the County of Yolo, hereinafter designated as COUNTY, and RADIOLOGICAL CONSULTANTS, INC., a corporation, hereinafter designated as RADIOLOGIST,

WITNESSETH:

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WHEREAS, COUNTY requires the services of RADIOLOGIST in its hospital Diagnostic Radiological Department; and

WHEREAS, RADIOLOGIST is a duly qualified and licensed specialist, and

WHEREAS, the parties hereto are desirous of entering into this agreement in order to provide a full statement of their respective covenants and agreements in connection with the operation of said Diagnostic X-Ray Department in said Yolo General Hospital during the term hereof;

NOW THEREFORE FOR AND IN CONSIDERATION of the mutual covenants and agreements herein contained, it is understood and agreed by and between the parties hereto as follows:

FIRST: COUNTY shall supply, furnish, maintain and control the operation of the Diagnostic X-Ray Department in the Yolo General Hospital. RADIOLOGIST shall use the premises solely for the practice of the specialty of radiology.

SECOND: RADIOLOGIST shall be a member of the Medical Staff of Yolo General Hospital, subject to the medical staff bylaws, rules and regulations, and shall be granted such privileges as may be recommended by the medical staff of Yolo General Hospital to the Board of Supervisors of Yolo County, the governing board of COUNTY.

THIRD: All non-medical personnel required for the proper operation

1 of said X-Ray Department shall be selected and employed by COUNTY; however
2 RADIOLOGIST may be an additional member of the Qualification Review Board
3 appointed to aid in the review of credentials and to recommend in writing
4 approval or disapproval in hiring of an X-Ray Technician. Micro Fiched

5 FOURTH: RADIOLOGIST shall act as the professional head of the
6 Radiology Department of Yolo General Hospital. RADIOLOGIST shall, in
7 an administrative capacity, provide professional direction and continuing
8 education for technicians of the Radiology Department; participate in the
9 hospital's in-service educational programs as appropriate; consult with
10 the Hospital Administrator regarding personnel, equipment, supplies and
11 departmental planning, and in addition provide RADIOLOGIST's services
12 including reading of films, dictating reports, performing fluoroscopies
13 and other special procedures normally performed by a radiologist to patients
14 of Yolo General Hospital. RADIOLOGIST may seek compensation for his
15 services from all patients other than employees of COUNTY in connection with
16 County physical examinations, persons in custody of the Sheriff, Yolo
17 County indigent patients and COUNTY shall provide radiology with necessary
18 billing information. For services as described, COUNTY shall pay RADIOLOGIST
19 a flat charge of ONE THOUSAND DOLLARS (\$1,000.00) per month for each month
20 services are performed.

21 FIFTH: If there shall arise any question concerning the character
22 of services furnished in said X-Ray Department, RADIOLOGIST shall be
23 referred to the Executive Committee of the Yolo General Hospital Medical
24 Staff for recommendation to the Governing Board, whose action shall
25 be final.

26 SIXTH: In the performance of the work, duties, and obligations
27 devolving upon him under this agreement, IT IS MUTUALLY UNDERSTOOD AND
28 AGREED that RADIOLOGIST is at all times acting and performing as an
29 independent contractor practicing his profession of medicine and surgery
30 and specializing in X-Ray diagnosis and treatment; that COUNTY shall
31 neither have nor exercise any control or direction over the methods by
32 which RADIOLOGIST shall perform his work and functions excepting that

1 RADIOLOGIST does by this agreement agree to perform his said work and
2 functions at all times in strict accordance with currently approved
3 methods and practice in his professional specialty, and that the sole
4 interest of COUNTY is to assure that said Diagnostic X-Ray work and
5 service shall be performed and rendered in a competent, efficient, and
6 satisfactory manner. All applicable provisions relating to licensing
7 and regulating of physicians and hospitals shall be fully complied with
8 by all parties hereto.

Micro Fiched

9 SEVENTH: In the event there is any disagreement as to the work
10 schedule of RADIOLOGIST, such disagreement shall be referred to the
11 Executive Committee of the Yolo General Hospital medical staff for
12 recommendation to the governing board of COUNTY, whose action shall
13 be final. COUNTY expressly agrees that the work of the X-Ray Department
14 may be done by such assistant radiologist as RADIOLOGIST may employ, or
15 associates or partners in the practice with RADIOLOGIST, so long as
16 approval of COUNTY is obtained prior to such practice by assistant
17 radiologists or associates or partners. Nothing contained in this
18 paragraph or in this agreement shall be construed to permit assignment
19 by RADIOLOGIST of any rights under this agreement, and such assignment
20 is expressly prohibited.

21 EIGHTH: This agreement shall commence on July 1, 1979, and remain
22 in effect on a continuing basis; however, it may be terminated by either
23 party upon thirty (30) days' written notice to the other of intention to
24 terminate.

25 This agreement supersedes all prior agreements heretofore entered
26 into between the parties.

27 IN WITNESS WHEREOF, COUNTY has caused this agreement
28 to be executed and its seal to be hereunto affixed by its officers
29 thereunto duly authorized and RADIOLOGIST has executed this agreement
30 by hereunto setting his hand as of the day and year first above written.

31 / / / / /

32 / / / / /

COUNTY OF YOLO, a political subdivision
of the State of California

Bob A. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

PETER McNAMEE, CLERK

By: *Bob E. Lucas*

Deputy

(SEAL)

Micro Fished

RADIOLOGICAL CONSULTANTS, INC., a
Corporation

By: *G. Robert Hanson*

G. ROBERT HANSON, M.D.
President and Treasurer

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL

By: *Charles R. Mack*

DEPUTY COUNTY COUNSEL

By: *John A. Hicks MD*

JOHN A. HICKS, M.D.
Vice-President and Secretary

FILED

MAY 22 1979

PETER McNAMER, Clerk

By *[Signature]*
DEPUTY

AGREEMENT NO. 79-207

(Agreement to Provide Physical Therapy Services)

THIS AGREEMENT, made and entered into this 22nd day of May, 1979, at Woodland, California, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY, and RONALD BROWN, R.P.T., hereinafter called THERAPIST,

W I T N E S S E T H:

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- I. This agreement governs the furnishing of the following therapeutic services:
 - A. Application of diagnostic and prognostic muscle, nerve, joint, and functional ability tests.
 - B. Treatment of patients to relieve pain, develop or restore function, and maintain maximum performance, using physical means such as exercise, massage, heat, water, light, and electricity, including:
 - 1) Direction and assistance of patients in active and passive exercise, muscle re-education, and gain and functional training, activities of daily living including transfer activities and prosthetic training.
 - 2) Operation of equipment such as ultra-violet and infra-red lamps, low voltage generators, diathermy, and ultra-sonic machines.
 - 3) Application of whirlpool and contrast baths and moist packs.
 - C. Observation, recording, and reporting to the physician of the patient's reaction to treatment and any changes in the patient's condition.
 - D. Instruction of patients in care and use of wheelchairs, braces, crutches, canes, and prosthetic and orthotic devices.
- II. COUNTY AGREES AS FOLLOWS:
 - A. To pay THERAPIST as full compensation for his services rendered at the rate of 60% of the gross billings originated by the

1 department of Physical Therapy each month.

- 2 B. To provide at Yolo General Hospital all office space, equipment,
3 and office supplies necessary for the provision of therapeutic
4 services hereunder.

5 III. IT IS MUTUALLY AGREED AS FOLLOWS:

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- 6 A. In the performance of the work, duties, and obligations devolving
7 upon him under this agreement, THERAPIST is at all times acting
8 and performing as an independent contractor practicing his
9 profession of physical therapy. COUNTY shall not have nor exercise
10 any control or direction over the methods by which THERAPIST shall
11 perform his work and functions except that THERAPIST does by this
12 agreement agree to perform his work and functions at all times in
13 strict accordance with currently approved methods and practices
14 in his professional specialty and that the sole interest of
15 COUNTY is to assure that said work and functions shall be
16 performed and rendered in a competent, efficient and satisfactory
17 manner.
- 18 B. COUNTY expressly agrees that the work of THERAPIST may be done
19 by such assistant therapists as THERAPIST may employ, or
20 associates or partners in practice with THERAPIST, so long as
21 approval of COUNTY is obtained prior to such practice by
22 assistant therapist or associates or partners.
- 23 C. Neither this agreement nor any rights created hereunder are
24 assignable.
- 25 D. No alteration or variation of the terms of this agreement shall
26 be valid unless made in writing and signed by the parties
27 hereto, and no oral understandings and agreements not incorporated
28 herein, and no alterations or variations of the terms hereof
29 unless so made shall be binding on the parties.
- 30 E. This agreement shall commence on July 1, 1979, and remain in
31 effect on a continuing basis; however, it may be terminated
32 by either party upon thirty (30) days' written notice to the

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other of intention to terminate.

F. This agreement supersedes all prior agreements heretofore entered into between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

COUNTY OF YOLO, a political subdivision of the State of California

Bob A. Marchant
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

PETER McNAMEE, CLERK

B. *Bob E. Lucas*
Deputy
(SEAL)

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL

By *Charles R. Mack*
DEPUTY COUNTY COUNSEL

Ronald Brown RPT
RONALD BROWN, R.P.T.



CUBIC
CORPORATION
Defense Systems Division

9233 Balboa Ave. • Post Office Box 80707
San Diego, CA 92138

AGREEMENT NO. 79-209

ELECTION SERVICE AGREEMENT

SECTION I SERVICES, COSTS AND PERIOD OF PERFORMANCE

1. This agreement is entered into between CUBIC CORPORATION, 9233 Balboa Avenue, San Diego, California, hereinafter known as "Vendor" and YOLO COUNTY, hereinafter known as the "Customer," to provide election support services, and the furnishing of necessary replacement parts on Cubic Vote Counters and Cubic buffers, owned or leased by the Customer for the fees and for the coming year shown below.

<u>Description</u>	<u>Serial Numbers</u>	<u>Qty.</u>	<u>Fee Unit/ Contract Yr.</u>	<u>Total Fee/ Contract Yr.</u>
Vote Counters	14, 27, 28, 31,	10	\$1,250.00	\$12,500.00
Model No. P-23	43, 49, 56, 63			
	78, 89			
Buffers	30	1	1,250.00	1,250.00
Model C111				

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2. Fees will be due thirty days after presentation of an invoice following approval of this agreement by the Customer and Vendor.
3. This Agreement is effective as of JULY 1, 1979 through and including the contract year ending JUNE 30, 1980. This Agreement supersedes and cancels any other election service agreement between Vendor and the Customer in effect prior to the effective date of this agreement regarding the equipment listed above.
4. This Agreement is to be performed in the manner set forth in Section II "Terms and Conditions."

SECTION II TERMS AND CONDITIONS

A. Equipment Maintenance

1. Concept of maintenance for the above described equipment shall consist of preventive maintenance, inspection and repair as necessary to assure compliance with Chapter 5, Section 15119 of the California Election Code (as amended in 1976), Chapter 246, Section 3.

FILED

MAY 22 1979

PETER McNAMEE, Clerk

By _____ DEPUTY

ELECTION SERVICE AGREEMENT

Page 2

2. Maintenance shall include repair or replacement of all defective parts and/or the incorporation of compliant substitute items as determined by Vendor.
3. Vote counters and buffers shall be made available for maintenance actions between scheduled elections in accordance with periodic maintenance schedules mutually agreed upon. This shall include the availability of the interfacing electronic data processing equipment when applicable and required for full system certification.

B. Election Support

1. Pre-election support, other than machine maintenance, is limited to the performance of machine-ballot compatibility and shall be accomplished with the ballot to be used in the ensuing election within 30 days prior to that election.
2. Printing of ballot shall be in accordance with Cubic Specification #BPI-2. Micro Fiched
3. Ballots for accomplishing machine compatibility shall be made available 30 days before the scheduled election.
4. The Customer shall notify Vendor at least 45 days in advance, in writing, when equipment will be used in forthcoming election.
5. The equipment shall be emplaced and connected to adequate electrical power on site within a reasonable time before the scheduled date of election, as mutually agreed between the parties, to allow Vendor or its authorized representatives, to adjust, check out, and complete any necessary connections to the equipment. Such reasonable time shall in no event be less than ten working days from the scheduled date of elections.
6. The Vendor shall have sufficient authorized representation during the equipment usage period for election purposes to assure the compliance of the equipment with the previously cited code. This agreement does not provide for any data processing support or service of data processing interfaces.

C. Exclusions and Liabilities

1. Labor, parts and expense necessary to repair damage caused by accident, civil disturbance, riots, fire, water, Acts of God, or forces of nature or unwarranted abuse, customer initiated overhaul or alteration of the equipment are not included in this agreement. When such service is required, a quotation will be submitted for approval and contractual amendment prior to performance.

ELECTION SERVICE AGREEMENT

Page 3

2. This agreement does not include the incorporation of new attachments, or providing operating supplies by Vendor. Any new attachment added to a machine during the period of this agreement shall be incorporated by written amendment to this agreement, after mutual agreement regarding adjustments to the Election Service Fee (if any) by such addition.
3. Vendor hereby agrees to defend, at Vendor's expense, or to provide for the defense of the Customer in any litigation instituted against the Customer which is based upon a claim of infringement of any United States Letters Patent arising out of the use of the equipment covered by this agreement, whether such litigation be based upon a claim for damages, or injunction, or both. Vendor further agrees to assume and hold the Customer harmless from any monetary damages, if such should be awarded, against the Customer in any such litigation.

SECTION III EXECUTION

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This agreement shall be binding upon its being duly executed by both of the parties hereto.

Dated 23 April 1979

By CUBIC CORPORATION

By William Bruher
William Bruher

Title Secretary and General Counsel

Dated May 22, 1979

BOB A. MURCHAND
COUNTY CLERK
Chairman, Board of Supervisors

Attest: PETER MORGAN, County Clerk

By Peter E. Lucius, Deputy

By _____

Approved as to Form

Dated May 22, 1979
BOB A. MURCHAND
County Counsel of Yolo County

State of California The Resources Agency
 DEPARTMENT OF PARKS & RECREATION
NEED BASIS GRANT AGREEMENT
 URBAN OPEN-SPACE AND RECREATION PROGRAM
 AGREEMENT NO. 79-209

FILED

JUN 1 1979

PETER McNAMEE, Clerk
 By *[Signature]* Deputy

APPLICANT County of Yolo PROJECT NUMBER NN-57-001

PROJECT TITLE Bryte School Park Development

Under the terms and conditions of this agreement, the applicant agrees to complete the project as described in the project description, and the State of California, acting through its Director of Parks and Recreation pursuant to the Roberti-Z'berg Urban Open Space and Recreation Program Act, (Public Resources Code Section 5620 ff) agrees to fund the project up to the total state grant amount indicated.

PROJECT DESCRIPTION: Development of 5+ acres to include turfed playfields, tot-lot/play ground area 2 picnic shelters with tables, barbecues, drinking fountains installation of irrigation and domestic system security lighting and walkway. Planning, design work, and site preparation also included.

SPECIAL PROVISION - No funds shall be disbursed until lease between East Yolo Community Services District and School District is received and clearinghouse requirements are met. No work shall commence until special provisions are approved.

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Total State Grant (not to exceed the grant entitlement nor to exceed 75 percent of Project cost) \$105,000

County of Yolo
[Signature]
 Elected Representative
 Title Chairman Board of Supervisors
 Date May 22, 1979

The General Provisions attached are made a part of and are incorporated into the Agreement.

By _____
 Title _____
 Date Approved as to Form

STATE OF CALIFORNIA
 DEPARTMENT OF PARKS AND RECREATION

By *[Signature]*
 Date 6/8/79

Dated 5-21-79

[Signature]
 County Counsel of Yolo County

CERTIFICATION OF FUNDING

CONTRACT NUMBER <u>50-68-335</u>		FUND General Fund			
Project #NN-57-001		APPROPRIATION Urban Grants			
AMOUNT OF THIS ESTIMATE \$ <u>105,000.00</u>		ITEM <u>271</u>	CHAPTER <u>320</u>	STATUTES <u>1976/77</u>	FISCAL YEAR <u>1978/79</u>
UNENCUMBERED BALANCE \$		FUNCTION			
ADJ INCREASING ENCUMBRANCE \$		LINE ITEM ALLOTMENT <u>50-77-A0192-860</u>			
ADJ DECREASING ENCUMBRANCE \$					
I hereby certify upon my own personal knowledge that budgeted funds are available for this encumbrance.				TBA No.	BR No.
SIGNATURE OF ACCOUNTING OFFICER <u><i>[Signature]</i></u>				Date <u>6/7/79</u>	

Project Agreement
Special Provisions

Notwithstanding General Provision C-4 applicant has three years from the date of approval by the Director of California Department of Parks and Recreation to expend the grant moneys. If such moneys are not expended within the three-year period, the moneys shall revert to the State. (Public Resources Code 5626(b) as amended September 29, 1978).

General Provisions

A. Definitions

1. The term "State" as used herein means the California State Department of Parks and Recreation.
2. The term "Act" as used herein means the Roberti-Z'berg Urban Open-Space and Recreation Program Act.
3. The term "Project" as used herein means the project which is describe on page 1 of this agreement.
4. The term "Applicant" as used herein means the party described as applicant on page 1 of this agreement.

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B. Project Execution

1. Subject to the availability of grant moneys in the Act, the State hereby grants to the Applicant a sum of money (grant moneys) not to exceed the amount stated on page 1 in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the Description of Project on page 1 and under the terms and conditions set forth in this agreement.

Applicant agrees to furnish twenty-five (25) percent of the total cost of the Project and to assume any obligation to furnish any additional funds that may be necessary to complete the project. Any modification or alteration in the project as set forth in the application on file with the State must be submitted to the State for approval.

2. Applicant shall secure completion of the development work in accordance with the Description of Project on page 1 and under the terms and conditions of this agreement.
3. Applicant shall permit periodic site visits by the State to determine if development work is in accordance with the Description of Project on page 1 and under the terms and conditions of this agreement including a final inspection upon Project completion.
4. All significant deviations from the Project shall be submitted to the State for approval.

5. If the Project includes acquisition of real property, the purchase price shall be the fair market value of such property as established by the Applicant's appraisal of such property or the amount established as compensation by a non-stipulated final judgment in an eminent domain proceeding. The appraisal report (prepared in accordance with Government Code Section 7267 to 7267.7 inclusive) used to establish the fair market value or compensation may be requested by the State.

Applicant agrees to furnish State, upon request, preliminary title reports respecting such real property or such other evidence of title which is determined to be sufficient by State. Applicant agrees in negotiated purchases to correct prior to or at the close of escrow any defects of title which in the opinion of State might interfere with the operation of the Project. In condemnation actions, such title defects must be eliminated by the final judgment.

Applicant, in acquiring real property, the cost of which is to be reimbursed with grant moneys under this agreement, shall comply with Chapter 16 (commencing with Section 7260) of Division 7 of Title 1 of the Government Code and any applicable federal, state, or local laws or ordinances. Documentation of such compliance will be made available for review by the State upon request.

6. If the project includes development, the Applicant agrees to furnish the State a bid package or force account information, whichever is applicable, upon request by the State.

G. Hold Harmless

1. The Applicant hereby waives all claims and recourse against the State including the right to contribution for loss or damage to persons or property arising from, growing out of, or in any way connected with or incident to this agreement except claims arising from the concurrent or sole negligence of the State, its officers, agents, and employees.
2. The Applicant shall indemnify, hold harmless and defend the State, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the acquisition, development, construction, operation or maintenance of the property described as the Project, which claims, demands, or causes of action arise under Government Code Section 895.2 or otherwise, except for liability arising out of the concurrent or sole negligence of the State, its officers, agents, or employees.
3. In the event the State is named as codefendant under the provisions of Government Code Section 895 et seq., the Applicant shall notify the State of such fact and shall represent the State in the legal action unless the State undertakes to represent itself as codefendant in such legal action; in which event the State shall bear its own litigation costs, expenses, and attorney's fees.
4. In the event of judgment entered against the State and Applicant because of the concurrent negligence of the State and Applicant, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.
5. The Applicant shall indemnify, hold harmless and defend the State, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the Applicant has certified. Applicant acknowledges that it is solely responsible for compliance with items to which it has certified.

H. Financial Records

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1. The Applicant shall maintain satisfactory financial accounts, documents and records for the project and shall make them available to the State for auditing at reasonable times. Such accounts, documents and records shall be retained by the Applicant for three years following project termination or completion.

During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this agreement or matters related thereto. The Applicant shall maintain and make available for inspection by the State accurate records of all of its costs, disbursements and receipts with respect to its activities under this agreement.

2. The Applicant may use any generally accepted accounting system.

I. Use of Facilities

1. The property acquired or developed with grant moneys under this agreement shall be used by the Applicant only for the purpose for which the State grant moneys were requested and no other use of the area shall be permitted except by specific act of the Legislature. (Public Resources Code 5626(a).)
2. The Applicant shall without costs to the State operate and maintain the property acquired or developed pursuant to this agreement in the manner and according to the standards acceptable to the State.

J. Nondiscrimination

1. The Applicant shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, or physical handicap in the use of any property or facility acquired or developed pursuant to this agreement.
2. The Applicant shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this project agreement.

BK

State of California The Resources Agency
 DEPARTMENT OF PARKS & RECREATION
NEED BASIS GRANT AGREEMENT
 URBAN OPEN SPACE AND RECREATION PROGRAM
 AGREEMENT NO. 79-210

FILED

JUN 1 1979

PETER McNAMEE, Clerk
 By *[Signature]*

APPLICANT County of Yolo PROJECT NUMBER NN-57-002
 PROJECT TITLE Broderick School Park Development

Under the terms and conditions of this agreement, the applicant agrees to complete the project as described in the project description, and the State of California, acting through its Director of Parks and Recreation pursuant to the Roberti-Zberg Urban Open Space and Recreation Program Act, (Public Resources Code Section 5620 ff) agrees to fund the project up to the total state grant amount indicated.

PROJECT DESCRIPTION: Development of 3+ acres of land to include turfed playfield, tot lot, fence relocation, playground equipment relocation and small picnic area. Also include planning and design work site preparation, installation or irrigation and domestic water systems, basic restroom facilities, security lighting and walkways.

Special Provision - No funds shall be disbursed until lease between East Yolo Community Services District and school district is received and clearinghouse requirements are met. No work shall commence until special provisions are approved.

Micro Fiched

Total State Grant (not to exceed the grant entitlement nor to exceed 75 percent of Project cost) \$82,500.00

County of Yolo

[Signature: Boby A. Marchand]
 Authorized Representative

Title Chairman, Board of Supervisors

Date May 22, 1979

By _____

Title _____

Date Approved as to Form

Dated 5-21-79

[Signature]
 County Council of Yolo County

The General Provisions attached are made a part of and are incorporated into the Agreement.

STATE OF CALIFORNIA
 DEPARTMENT OF PARKS AND RECREATION

By *[Signature: RW Fortner]*
 Date 6/8/79

CERTIFICATION OF FUNDING

CONTRACT NUMBER <u>50-68-336</u>		FUND <u>General Fund</u>			
Project #NN-57-002	AMOUNT OF THIS ESTIMATE	APPROPRIATION			
	\$ <u>82,500.00</u>	<u>Urban Grants</u>			
	UNENCUMBERED BALANCE	ITEM	CHAPTER	STATUTES	FISCAL YEAR
	\$	<u>271</u>	<u>320</u>	<u>1976/77</u>	<u>1978/79</u>
	ADJ. INCREASING ENCUMBRANCE	FUNCTION			
ADJ. DECREASING ENCUMBRANCE	LINE ITEM ALLOTMENT				
\$	<u>50-77-A0192-860</u>				
I Hereby Certify upon my own personal knowledge that budgeted funds are available for this encumbrance.					T.B.A. No.
SIGNATURE OF ACCOUNTING OFFICER <i>[Signature]</i>					Date <u>6/7/79</u>

Notwithstanding General Provision C-4 applicant has three years from the date of approval by the Director of California Department of Parks and Recreation to expend the grant moneys. If such moneys are not expended within the three-year period, the moneys shall revert to the State. (Public Resources Code 5626(b) as amended September 29, 1978).

General Provisions

A. Definitions

1. The term "State" as used herein means the California State Department of Parks and Recreation.
2. The term "Act" as used herein means the Roberti-Z'berg Urban Open Space and Recreation Program Act.
3. The term "Project" as used herein means the project which is describe on page 1 of this agreement.
4. The term "Applicant" as used herein means the party described as applicant on page 1 of this agreement.

B. Project Execution

1. Subject to the availability of grant moneys in the Act, the State hereby grants to the Applicant a sum of money (grant moneys) not to exceed the amount stated on page 1 in consideration of and on condition that the grant be expended in carrying out the purposes as set forth in the Description of Project on page 1 and under the terms and conditions set forth in this agreement.

Applicant agrees to furnish twenty-five (25) percent of the total cost of the Project and to assume any obligation to furnish any additional funds that may be necessary to complete the project. Any modification or alteration in the project as set forth in the application on file with the State must be submitted to the State for approval.

2. Applicant shall secure completion of the development work in accordance with the Description of Project on page 1 and under the terms and conditions of this agreement.
3. Applicant shall permit periodic site visits by the State to determine if development work is in accordance with the Description of Project on page 1 and under the terms and conditions of this agreement including a final inspection upon Project completion.
4. All significant deviations from the Project shall be submitted to the State for approval.
5. If the Project includes acquisition of real property, the purchase price shall be the fair market value of such property as established by the Applicant's appraisal of such property or the amount established as compensation by a non-stipulated final judgment in an eminent domain proceeding. The appraisal report (prepared in accordance with Government Code Section 7267 to 7267.7 inclusive) used to establish the fair market value or compensation may be requested by the State.

Applicant agrees to furnish State, upon request, preliminary title reports respecting such real property or such other evidence of title which is determined to be sufficient by State. Applicant agrees in negotiated purchases to correct prior to or at the close of escrow any defects of title which in the opinion of State might interfere with the operation of the Project. In condemnation actions, such title defects must be eliminated by the final judgment.

Applicant, in acquiring real property, the cost of which is to be reimbursed with grant moneys under this agreement, shall comply with Chapter 16 (commencing with Section 7260) of Division 7 of Title 1 of the Government Code and any applicable federal, state, or local laws or ordinances. Documentation of such compliance will be made available for review by the State upon request.

6. If the project includes development, the Applicant agrees to furnish the State a bid package or force account information, whichever is applicable, upon request by the State.

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G. Hold Harmless

1. The Applicant hereby waives all claims and recourse against the State including the right to contribution for loss or damage to person or property arising from, growing out of, or in any way connected with or incident to this agreement except claims arising from the concurrent or sole negligence of the State, its officers, agents, and employees.
2. The Applicant shall indemnify, hold harmless and defend the State, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the acquisition, development, construction, operation or maintenance of the property described as the Project, which claims, demands, or causes of action arise under Government Code Section 895.2 or otherwise, except for liability arising out of the concurrent or sole negligence of the State, its officers, agents, or employees.
3. In the event the State is named as codefendant under the provisions of Government Code Section 895 et seq., the Applicant shall notify the State of such fact and shall represent the State in the legal action unless the State undertakes to represent itself as codefendant in such legal action; in which event the State shall bear its own litigation costs, expenses, and attorney's fees.
4. In the event of judgment entered against the State and Applicant because of the concurrent negligence of the State and Applicant, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.
5. The Applicant shall indemnify, hold harmless and defend the State, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the Applicant has certified. Applicant acknowledges that it is solely responsible for compliance with items to which it has certified.

H. Financial Records

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1. The Applicant shall maintain satisfactory financial accounts, documents and records for the project and shall make them available to the State for auditing at reasonable times. Such accounts, documents and records shall be retained by the Applicant for three years following project termination or completion.

During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this agreement or matters related thereto. The Applicant shall maintain and make available for inspection by the State accurate records of all of its costs, disbursements and receipts with respect to its activities under this agreement.

2. The Applicant may use any generally accepted accounting system.

I. Use of Facilities

1. The property acquired or developed with grant moneys under this agreement shall be used by the Applicant only for the purpose for which the State grant moneys were requested and no other use of the area shall be permitted except by specific act of the Legislature. (Public Resources Code 5626(a).)
2. The Applicant shall without costs to the State operate and maintain the property acquired or developed pursuant to this agreement in the manner and according to the standards acceptable to the State.

J. Nondiscrimination

1. The Applicant shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, or physical handicap in the use of any property or facility acquired or developed pursuant to this agreement.
2. The Applicant shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this project agreement.

JUN 18 1980

JUN 18 1980

Agreement National School Lunch Program

PETER McNAMEE, Clerk

DEPUTY

To carry out the purposes of the Child Nutrition Act of 1966, as amended, and the regulations governing the National School Lunch Program issued thereunder (42 U.S.C., 1751-1760, 1779), the California State Department of Education, hereinafter referred to as the "Department," and

County of Yolo - Probation Dept.
whose address is Yolo County Courthouse, Woodland, CA

hereinafter referred to as the "School Food Authority," covenant and agree as follows:

A. THE DEPARTMENT AGREES THAT:

It will reimburse the School Food Authority for eligible lunches served in the schools listed in the attached Schedule A.

The amount of reimbursement on behalf of any school shall be the lesser of (1) an amount equal to the number of lunches served to children of high school grade or under multiplied by the rate assigned by the Department; or (2) the total cost of providing the lunches, including food, labor, and other costs.

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It will promptly notify the School Food Authority of any change in minimum meal requirements and in the assigned rate of reimbursement.

B. THE SCHOOL FOOD AUTHORITY AGREES THAT:

It will supervise school lunch operations in the schools listed in Schedule A and will require each school to:

- Operate a nonprofit lunch program, and use program income only for program purposes. However, such income shall not be used to purchase land, to acquire or construct buildings, or to make alterations on existing buildings. Federal funds or children's payments for lunches shall not be used to finance out-of-state travel for school lunch personnel nor to purchase passenger automobiles.
- Serve lunches that meet the requirements for a school lunch prescribed in Section C(5) during a period designated as the lunch period by the school.
- Price the school lunch as a unit.
- Supply lunches without cost or at reduced price to all children who are determined by local school authorities to be unable to pay the full price. The School Food Authority further agrees that it will have on file written policies and procedures for this purpose; and it will publicly announce to the parents and guardians of the children enrolled and place into effect the Department's policy on eligibility for free and reduced-price meals.
- Claim reimbursement only for lunches at the rate assigned by the Department. The lunches must be served to children and meet the requirements set forth in Section C(5).
- Submit claims for reimbursement in accordance with procedures established by the Department.
- Maintain in the storage, preparation, and service of food, proper sanitation and health standards in conformance with all applicable state and local laws and regulations.
- Purchase in as large quantities as can be efficiently utilized in the lunch program the foods designated as plentiful by the Department.

9. Accept and use in as large quantities as can be efficiently utilized in the lunch program the foods offered as a donation by the Department.
10. Maintain necessary facilities for storing, preparing, and serving food.
11. Maintain full and accurate records of the lunch program, and retain such records for a period of three years after the end of the fiscal year to which they pertain. In the event of an open audit, the records shall be retained until all audit issues are resolved. The records shall include the following:

Lunch service: (1) daily number of lunches served to children, by school; (2) daily number of lunches served free to children, by school; (3) daily number of lunches served at reduced price to children, by school; and (4) daily number of lunches served to adults, by school

Program income from: (1) children's payments; (2) federal reimbursement; (3) state reimbursement; and (4) all other sources (receipts)

Program costs for: (1) food; (2) labor; (3) replacement of equipment; and (4) all other items or services related directly to the lunch program (supported by invoices, receipts, or other evidence of expenditure)

Payments from General Fund and other sources, including donations, for: (1) labor; (2) equipment; (3) free and reduced-price meals for needy children; and (4) any other items such as utilities or food donated by a source other than the Department

Amount and kind of food used: (1) menu planning worksheets; (2) monthly inventory records; and (3) adequate production records of a la carte service, if such service is provided

Individual applications: the individual applications for free and reduced-price lunches submitted by families

12. Upon request, make all accounts and records pertaining to the lunch program available to the Department and to the U.S. Department of Agriculture for audit or administrative review at a reasonable time and place.
13. Permit student organizations to conduct food sales on school premises during the schoolday only as provided in sections 15500 and 15501 of the California Administrative Code, Title 5, Education.
14. Comply with all requirements imposed by or pursuant to the Civil Rights Act of 1964 and federal regulations (7 CFR, Part 15). Compliance will be consistent with the objective that no person in the United States shall, on the ground of sex, race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under, the program.

C. THE DEPARTMENT AND THE SCHOOL FOOD AUTHORITY MUTUALLY AGREE THAT:

1. Schedule A, listing the schools approved by the Department, will be a part of this agreement.
2. Schools may be added or deleted from Schedule A as needed by advance written notification to the Department.
3. No member of Congress, delegate to Congress, or resident commissioner will be admitted to any share or part of this agreement or to any benefit that may arise therefrom; but this provision will not be construed to extend to this agreement if made with a corporation for its general benefit.
4. For the purpose of this agreement, the following definitions apply:

Act. The National School Lunch Act, as amended

Cost of obtaining food. Cost of obtaining agricultural commodities and other foods for consumption by children (Such costs may include, in addition to the purchase price of agricultural commodities and other foods, the cost of processing, distributing, transporting, storing, or handling any food purchased for, or donated to, the National School Lunch Program.)

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Department. The State Department of Education

Fiscal year. A period of 12 calendar months beginning with July 1 of a calendar year and ending with June 30 of the following calendar year

General cash-for-food assistance. Reimbursement to schools in connection with the cost of obtaining food

Nonprofit lunch program. Food service maintained by the School Food Authority for the benefit of the children, all of the income from which is used solely for the operation or improvement of such food service

Nonprofit private school. A nonpublic school that is exempt from income tax under the Internal Revenue Code, as amended

Program. The National School Lunch Program conducted under the National School Lunch Act, in which general cash-for-food assistance and special cash assistance are made available to schools

School. An educational unit of high school grade or under, operating under public or nonprofit private ownership in a single building or complex of buildings (The term "high school grade or under" includes classes of preprimary grades when they are conducted in a school having classes of primary or higher grades, or when they are recognized as a part of the educational system in the state, regardless of whether such preprimary grade classes are conducted in a school having classes of primary or higher grades.)

School Food Authority. The governing body which is responsible for the administration of one or more schools and which has the legal authority to operate a lunch program therein

Special cash assistance. Reimbursement to schools in connection with the cost of operating a nonprofit lunch program in such schools, including the cost of obtaining, preparing, and serving food

5. A school lunch shall contain as a minimum:

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- a. One-half pint of fluid nonfat, low-fat, whole, flavored milk or buttermilk as a beverage (If emergency conditions prevent a school from temporarily obtaining milk, the Department may approve the service of lunches without milk during the emergency period.)
- b. Two ounces (edible portion as served) of lean meat, poultry, or fish; or two ounces of cheese; or one egg; or one-half cup of cooked dry beans or peas; or four tablespoons of peanut butter; or an equivalent quantity of any combination of the above-listed foods (To be counted in meeting this requirement, these foods must be served in a main dish, or in a main dish and one other menu item.)
- c. A three-fourths cup serving consisting of two or more vegetables or fruits or both (Full-strength vegetable or fruit juice may be counted to meet not more than one-fourth cup of this requirement.)
- d. One slice of whole-grain or enriched bread; or a serving of corn bread, biscuits, rolls, muffins, and so forth, made of whole-grain or enriched meal or flour
- e. One teaspoon of butter or fortified margarine

D. TERMINATION

This agreement will be effective for the period commencing July 1st, 1979 and ending the following June 30. The Department may renew the agreement for each fiscal year thereafter by written notice to the School Food Authority. This agreement may be terminated upon ten (10) days' written notice on the part of either party, provided, however, that the Department may cancel this agreement immediately upon receipt of evidence that the terms and conditions of this agreement have not been fully complied with by the School Food Authority. Any termination of this agreement for noncompliance with Title VI of the Civil Rights Act of 1964 shall be in accordance with applicable laws and regulations.

7:1979

E. AMENDMENT

The terms of this agreement shall not be modified or changed in any way other than by the consent, in writing, of both parties.

County of Yolo - Probation Dept. California State Department of Education
Name of School Food Authority
By Betsy A. Marchand Signature By Josephine D. Reun
Betsy A. Marchand Child Nutrition Services Bureau
Chairman, Board of Supervisors Title program manager
May 22, 1979 Date 6/26/79
Date

Micro Fiched

FILED

RECEIVED

JUN 10 1980

JUN 13 1980

Agreement School Breakfast Program

PETER McNAMEE, Clerk
By *Peter McNamee*
DEPUTY

To carry out the purposes of the Child Nutrition Act of 1966, as amended, and the regulations governing the School Breakfast Program issued thereunder (42 U.S.C., 1773), the California State Department of Education, hereinafter referred to as the "Department," and _____ County _____

of Yolo

Substitution Dept.

whose address is _____ Yolo County Courthouse, Woodland, CA _____

hereinafter referred to as the "School Food Authority," covenant and agree as follows:

A. THE DEPARTMENT AGREES THAT:

It will reimburse the School Food Authority for eligible breakfasts served in the schools listed in the attached Schedule A in any fiscal year during which this agreement is in effect.

The amount of reimbursement on behalf of any school shall be the lesser of (1) an amount equal to the number of breakfasts served to children of high school grade or under multiplied by the rate assigned by the Department; or (2) the total cost of providing the breakfasts, including food, labor, and other costs.

The amount of reimbursement on behalf of especially needy schools shall be the lesser of (1) an amount equal to the number of breakfasts served to children of high school age or under multiplied by the rate assigned by the Department; or (2) an amount which, together with revenues available from other sources, will finance up to 100 percent of the cost of operating the breakfast program. Micro Fiched

The maximum rates assigned by the Department for especially needy schools shall be higher than the basic rates assigned for other schools.

The determination as to whether a school is designated as "especially needy" will be made by the Department based on information supplied by the School Food Authority with this application.

The Department will notify the School Food Authority promptly of any change in the minimum breakfast requirements and in the assigned rate of reimbursement.

B. THE SCHOOL FOOD AUTHORITY AGREES THAT:

It will supervise school breakfast operations in the schools listed in Schedule A and will require each school to:

1. Operate a nonprofit breakfast program, and use program income only for program purposes. However, such income shall not be used to purchase land, to acquire or construct buildings, or to make alterations on existing buildings.
2. Serve breakfasts that meet the requirements for a school breakfast prescribed in Section C(5) during a period designated as the breakfast period by the school.
3. Price the school breakfast as a unit.
4. Supply breakfasts without cost or at reduced price to all children who are determined by local school authorities to be unable to pay the full price. The School Food Authority

further agrees that it will have on file written policies and procedures for this purpose; and it will publicly announce to the parents and guardians of the children enrolled and place into effect the Department's policy on eligibility for free and reduced-price meals.

5. Claim reimbursement for breakfasts at the rate assigned by the Department. The breakfasts must be served to children and meet the requirements set forth in Section C(5).
6. Submit claims for reimbursement in accordance with procedures established by the Department.
7. Maintain in the storage, preparation, and service of food, proper sanitation and health standards in conformance with all applicable state and local laws and regulations.
8. Purchase in as large quantities as can be efficiently utilized in the breakfast program the foods designated as plentiful by the Department.
9. Accept and use in as large quantities as can be efficiently utilized in the breakfast program the foods offered as a donation by the Department.
10. Maintain necessary facilities for storing, preparing, and serving food.
11. Maintain full and accurate records of the breakfast program and retain such records for a period of three years after the end of the fiscal year to which they pertain. In the event of an open audit, the records will be retained until all audit issues are resolved. The records shall include the following:

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Breakfast service: (1) daily number of breakfasts served to children, by school; (2) daily number of breakfasts served free to children, by school; and (3) daily number of breakfasts served at reduced price to children, by school.

Program income from: (1) children's payments; (2) federal reimbursement; and (3) all other sources (receipts)

Program costs for: (1) food; (2) labor; and (3) all other items or services related directly to the breakfast program (supported by invoices, receipts, or other evidence of expenditure)

Payments from General Fund and other sources, including donations for: (1) labor; (2) equipment; (3) free and reduced-price meals for needy children; and (4) any other items such as utilities or food donated by a source other than the Department

Amount and kind of food used: (1) menu planning worksheets; and (2) monthly inventory records (In lieu of keeping a separate inventory of foods used in the breakfast program, the School Food Authority may precast individual menus.)

Individual applications: the individual applications for free and reduced-price breakfasts submitted by families

12. Upon request, make all accounts and records pertaining to the breakfast program available to the Department and to the U.S. Department of Agriculture for audit or administrative review at a reasonable time and place.
13. Comply with all requirements imposed by or pursuant to the nondiscrimination regulations of the Department of Agriculture (7 CFR, Part 15) to the end that no person in the United States shall, on the ground of sex, race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under, the program.

C. THE DEPARTMENT AND THE SCHOOL FOOD AUTHORITY MUTUALLY AGREE THAT:

1. Schedule A, listing the schools approved by the Department, will be a part of this agreement.
2. Public and nonprofit private schools may be added or deleted from Schedule A as needed by advance written notification to the Department.
3. No member of Congress, delegate to Congress, or resident commissioner will be admitted to any share or part of this agreement or to any benefit that may arise therefrom; but this

provision will not be construed to extend to this agreement if made with a corporation for its general benefit.

4. For the purpose of this agreement, the following definitions apply:

Breakfast. A meal served to children at the beginning of the schoolday which meets the requirements set forth in Section C(5) of this agreement

Fiscal year. A period of 12 calendar months beginning with July 1 of any calendar year and ending with June 30 of the following calendar year

Free breakfast. A breakfast for which neither the child nor any member of his or her family pays or is required to work in the school or in the school's food service

Milk. Fluid types of unflavored whole milk or low-fat milk or nonfat milk or cultured buttermilk; and flavored milk which meets state and local standards for such types of milk

Nonprofit breakfast program. Food service maintained for the benefit of children, all of the income from which is used solely for the operation or improvement of such food service

Nonprofit private school. A nonpublic school that is exempt from income tax under the Internal Revenue Code, as amended

Reduced-price breakfast. A breakfast that meets all of the following criteria: (1) the price shall be less than the full price of the breakfast; (2) the price shall not exceed ten cents; and (3) neither the child nor any member of his or her family shall be required to supply an equivalent value in work for the school or the school's food service

School Food Authority. The governing body which is responsible for the administration of one or more schools and which has the legal authority to operate a breakfast program

Micro Fiched

5. A school breakfast shall contain as a minimum:

- One-half pint of fluid milk served as a beverage or on cereal or used in part for each purpose
- A one-half cup serving of fruit or vegetable or full-strength fruit or vegetable juice
- One slice of whole-grain or enriched bread; or an equivalent serving of corn bread, biscuits, rolls, muffins, and so forth, made of whole-grain or enriched meal or flour; or three-fourths cup serving of whole-grain cereal or enriched or fortified cereal; or an equivalent quantity of any combination of these foods

To improve the nutrition of the participating children, breakfasts shall also include as often as practicable protein-rich foods such as one egg; a one-ounce serving (edible portion as served) of meat, poultry, or fish; or one ounce of cheese; or two tablespoons of peanut butter; or one-fourth cup cooked dry beans; or an equivalent quantity of any combination of these foods. Additional foods may be served with breakfasts as desired.

Especially needy schools receiving reimbursement rates in excess of the basic rates for free and reduced-price breakfasts shall include the protein recommendation specified above and a good source of vitamin C rich food in each breakfast.

If emergency conditions prevent a school normally having a supply of milk from temporarily obtaining delivery thereof, the Department may approve reimbursement for breakfasts served without milk during the emergency period.

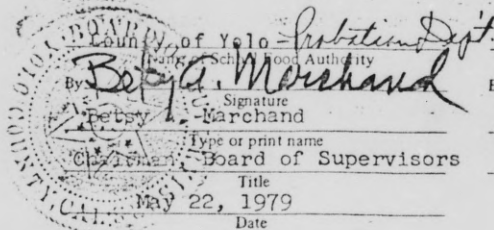
D. TERMINATION

This agreement will be effective for the period commencing July 1st, 1979 and ending the following June 30. The Department may renew the agreement for each fiscal year thereafter by written notice to the School Food Authority. This agreement may be terminated upon ten (10) days' written notice on the part of either party, and the Department may terminate this agreement immediately after receipt of evidence that the terms and conditions of this agreement have not been fully complied with by the School Food Authority.

JUN 7 1979

E. AMENDMENT

The terms of this agreement will not be modified or changed in any way other than by the consent, in writing, of both parties.



California State Department of Education

By Joseph D. R...

Child Nutrition Services Bureau

Program Manager

Title

6/26/79

Date

Title
May 22, 1979

Date

Micro Fiched

RECEIVED

JUN 10 1980

FILED
JUN 17 1979

JUN 18 1980

Agreement Special Milk Program

PETER McNAMEE, Clerk
By *[Signature]*
DEPUTY

To carry out the purposes of the Child Nutrition Act of 1966, as amended, and the regulations governing the Special Milk Program, the California State Department of Education, hereinafter referred to as the "Department," and County of Yolo - Probation Dept.

whose address is Yolo County Courthouse, Woodland, CA

hereinafter referred to as the "Sponsoring Agency," covenant and agree as follows:

A. THE DEPARTMENT AGREES THAT:

It will reimburse the Sponsoring Agency for milk served as a beverage in accordance with the terms of this agreement in any fiscal year during which this agreement is in effect. Rates of reimbursement will be assigned by the Department, and the Sponsoring Agency will be promptly notified of any increase or decrease in the rates.

B. THE SPONSORING AGENCY AGREES THAT IT WILL:

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Supervise the operation of the Special Milk Program and will comply with the following requirements:

1. Claim reimbursement only for fresh fluid, whole, nonfat, low-fat, flavored milk or buttermilk that meets applicable state and local standards as to butterfat content and sanitation and is purchased for service to children, exclusive of the one-half pint of milk served as a part of a Type A lunch by schools participating in the National School Lunch Program.
2. Conduct the service of milk on a nonprofit basis. Records of income and expenditures shall be maintained in such a manner as to reflect the nonprofit status of the milk service.
3. Submit to the Department a monthly claim for reimbursement for milk served during the previous month on a form provided by the Department.
4. Assume full responsibility for the accuracy of all claims for reimbursement submitted to the Department pursuant to this agreement.
5. Maintain full and accurate records of operations pursuant to this agreement, and keep such records for a period of three years after the end of the fiscal year for which this agreement is in effect.
6. Make available to the U.S. Department of Agriculture, or to the Department, for examination and audit at any reasonable time and place, all accounts and records pertaining to the operation of the Special Milk Program.
7. Supply milk without cost to all children who are determined by local sponsoring authorities to be eligible to receive free milk. The Sponsoring Agency further agrees that it will have on file written policies and procedures for this purpose; and it will publicly announce to the parents and guardians of the children enrolled and place into effect the Department's policy on eligibility for free milk.
8. Comply with all requirements imposed by or pursuant to the nondiscrimination regulations of the Civil Rights Act of 1964 and federal regulations (7 CFR, Part 15). Compliance will be consistent with the objective that no person in the United States shall, on the ground of sex, race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under, the program.

JUN 7 1979

9. Certify that it is a nonprofit agency, exempt from federal income tax under the Internal Revenue Code, as amended, and is devoted to the care and training of children.
10. Maintain full and accurate records of the Special Milk Program, including but not limited to the individual applications for free milk, and retain such records for a period of three years after the end of the fiscal year to which they pertain. In the event of an open audit, the records will be retained until all audit issues are resolved.
11. Upon request, make all accounts and records pertaining to the Special Milk Program available to the Department and to the U.S. Department of Agriculture for audit or administrative review at a reasonable time and place.

C. THE DEPARTMENT AND SPONSORING AGENCY MUTUALLY AGREE THAT:

1. Schedule A, listing the schools approved by the Department, will be a part of this agreement.
2. Public and nonprofit private schools may be added or deleted from Schedule A as needed by advance written notification to the Department.
3. No member of Congress, delegate to Congress, or resident commissioner shall be admitted to any share or part of this agreement or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.
4. For the purpose of this agreement, the following definitions apply:

Micro Fiched

Purchase price of milk. The net purchase price paid to the milk distributor for milk delivered (The price does not include any amount paid for the rental or installment purchase of milk service equipment.)

Nonprofit food or milk service. Food or milk service maintained by or on behalf of the school, institution, or summer camp for the benefit of the children, all of the income from which is used solely for the operation or improvement of the food or milk service

D. TERMINATION

This agreement will be effective for the period commencing July 1st, 1979 and ending the following June 30. The Department may renew the agreement for each fiscal year thereafter by written notice to the Sponsoring Agency.

This agreement may be terminated upon ten (10) days' written notice by either party, and the Department may terminate this agreement immediately after receipt of evidence that the terms, and conditions of this agreement have not been fully complied with by the Sponsoring Agency; except that any termination of this agreement for noncompliance with Title VI of the Civil Rights Act of 1964 shall be in accordance with applicable laws and regulations.

E. AMENDMENT

The terms of this agreement will not be modified or changed in any way other than by the consent, in writing, of both parties.

County of Yolo - Probation Dept.

California State Department of Education

By: Betsy A. Marchand
Signature
Betsy A. Marchand
Type or print name
Chairman, Board of Supervisors

By: Joseph D. Run
Child Nutrition Services Bureau
Title
6/26/79
Date

Title
June 22, 1979
Date

FILED

MAY 22 1979

PETER McNAMEE, Clerk

By

DEPUTY

AGREEMENT NO. 79-214

(Agreement Permitting Use of County Recorder's Master Film for Purpose of Making Copies of Recorded Documents)

THIS IS AN AGREEMENT between the County of Yolo, a political subdivision of the State of California (referred to herein as "COUNTY") and Bay Microfilm, Inc., (referred to herein as "COMPANY"),

WITNESSETH:

In consideration of the mutual promises, covenants and conditions contained herein, the parties agree as follows: Micro Fiched

1. COUNTY shall allow COMPANY the use of COUNTY'S duplicate filmed record of documents recorded between Book 1 of official records to date, filmed maps and filmed Indices known as the County Recorder duplicate copy microfilm, for the purpose of making a copy for commercial usage.

2. COMPANY may take possession of the duplicate filmed records on May 26, 1979, by an employee of COMPANY who must first be deputized as a deputy county clerk-recorder for the purpose of taking possession of, and returning said duplicate filmed records. The deputized employee of COMPANY shall return the duplicate filmed records, except the grantor-grantee index, by 8:00 a.m., May 29, 1979. Said employee shall return the grantor-grantee index records by 8:00 a.m., June 1, 1979.

3. If any of the copies of the duplicate microfilm records made by COMPANY are determined by it to be unsatisfactory, COMPANY shall be entitled to receive any such records for an additional two-day period for the purpose of making an additional copy of such records. The days for receipt of the records shall be mutually agreed to by COMPANY and the Yolo County Clerk-Recorder. The records shall be made available to COMPANY pursuant to the same terms and

1 conditions as the original possession of the records, except that COMPANY
2 shall not be required to pay an additional \$1.00 per roll for such records.

3 4. During the time COMPANY has said film in its custody, it shall be kept on
4 its premises at 737 Loma Verde Avenue, Palo Alto, California, in a concrete,
5 fire-resistant and locked vault at all times except during the period in which
6 the film is being copied by COMPANY.

7 5. Prior to COMPANY'S removal of the duplicate filmed records from the Yolo
8 County Recorder's Office, COUNTY will inventory all of such records requested
9 by COMPANY. COUNTY shall provide COMPANY with a copy of such inventory.
10 COMPANY agrees to return all of the records listed on the inventory on the
11 dates specified above.

Micro Fiched

12 6. COMPANY agrees to pay to COUNTY a fee in the amount of \$1.00 for each
13 roll of duplicate microfilm records listed on the inventory. In addition,
14 COMPANY agrees to pay to COUNTY all expenses incurred by COUNTY in
15 implementing this agreement. Such expenses shall include, but not be limited
16 to, the cost of any materials used by COUNTY, and the wages of all COUNTY
17 employees for time spent in performing this agreement. It is further agreed
18 that all such time spent by COUNTY employees shall be on an overtime basis, so
19 the wages paid by COMPANY shall be at a rate of one and one-half times the
20 regular rate for such employees.

21 7. COMPANY agrees to pay the amounts provided in Paragraph 6 above on or
22 before June 30, 1979. COUNTY agrees to provide to COMPANY an invoice of such
23 amounts on or before June 15, 1979.

24 8. COMPANY shall make no more than one (1) copy of the said duplicate filmed
25 records, and shall repair any and all damage to the records which may occur
26 during its custody by COMPANY. The parties agree that the COUNTY'S duplicate

1 film at the time of its receipt by COMPANY will be in a legible, undamaged
2 condition, except as may be specifically noted, in writing, by the County's
3 Recorder or other employees at time of delivery to the COMPANY for copying. On
4 return of film to COUNTY'S custody, COMPANY will provide written certification
5 to COUNTY that the film is undamaged and in as good condition as when
6 received.

Micro Fiched

7 9. COMPANY shall provide COUNTY with written evidence (in the form of a
8 certificate of insurance or other evidence satisfactory to COUNTY) of the
9 existence of insurance in the amount of not less than Two Hundred Fifty
10 Thousand Dollars (\$250,000) providing COMPANY and COUNTY with full coverage
11 for any loss, damage, or injury to said film, "acts of God" excepted, while in
12 the custody of COMPANY. Such evidence of insurance shall be furnished to
13 COUNTY at the time of execution of this agreement.

14 10. COMPANY hereby agrees to hold harmless, defend and indemnify COUNTY its
15 officers, agents and employees from and against any and all claims, loss,
16 damage or liability arising out of any loss or damage to property, injury to
17 or death of any person or persons relating in any manner whatsoever from the
18 activities provided for hereunder, including but not limited to the
19 transporting of said film from the location of the COUNTY'S custody to COMPANY
20 premises, and return.

21 IN WITNESS WHEREOF, the parties hereto have executed this agreement this
22 22nd day of May, 1979.

23 COUNTY OF YOLO, a political subdivision of
24 the State of California
25 BY Betsy A. Marshland
26 CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

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HAY MICROFILM, INC.

BY William X. Kitting Jr

Micro Fiched

cord

NAME AND ADDRESS OF AGENCY
The Campbell Agency
1124 El Camino Real
San Carlos, Ca. 94070

COMPANIES AFFORDING COVERAGES

COMPANY LETTER **A** Unigard Mutual Insurance Co.

COMPANY LETTER **B**

COMPANY LETTER **C**

COMPANY LETTER **D**

COMPANY LETTER **E**

Micro Fiched

NAME AND ADDRESS OF INSURED
Bay Microfilm Inc.
737 Loma Verde
Palo Alto, Ca. 94303

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time.

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EXPIRATION DATE	Limits of Liability in Thousands (000)		
				BODILY INJURY (EACH PERSON)	PROPERTY DAMAGE	AGGREGATE
A	GENERAL LIABILITY	MP 12 3180	1/15/80	BODILY INJURY (EACH PERSON)	\$	\$
	PROPERTY DAMAGE			\$	\$	
	BODILY INJURY AND PROPERTY DAMAGE COMBINED			\$ 1,000,000.		
	PERSONAL INJURY			\$		
	AUTOMOBILE LIABILITY			BODILY INJURY (EACH PERSON)	\$	
	BODILY INJURY (EACH ACCIDENT)			\$		
	PROPERTY DAMAGE			\$		
	BODILY INJURY AND PROPERTY DAMAGE COMBINED			\$		
	EXCESS LIABILITY			BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$	\$
	WORKERS' COMPENSATION and EMPLOYERS' LIABILITY			STATUTORY	\$	(EACH ACCIDENT)
A	OTHER Yolo County Official Records	MP 12 3180	1/15/80	\$250,000.		

FILED

MAY 22 1979

PETER McNAMEE, Clerk
By W. E. Lucas
DEPUTY

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

NAME AND ADDRESS OF CERTIFICATE HOLDER

Yolo County Recorder
Yolo County, Ca.

DATE ISSUED April 26, 1979

[Signature]
AUTHORIZED REPRESENTATIVE

FILED

MAY 29 1979

AGREEMENT NO. 79-215

①
Item 4

PETER McNAMEE, Clerk

LEASE

By Peter E. Garcia
Deputy

THIS LEASE made and entered into this 29th day of May, 1979,
by and between WILLIAM O. ROSE, hereinafter called LANDLORD, and the COUNTY OF
YOLO, a political subdivision, hereinafter called TENANT.

WITNESSETH:

1. DESCRIPTION. LANDLORD hereby leases to TENANT, and TENANT hereby hires on
the terms and conditions hereinafter set forth those certain premises
situated in the City of Woodland, County of Yolo, known as 429 First Street,
Woodland, California.

2. TERM.

Micro Fiched

A. The term of this lease shall be for a period of one (1) year.

B. The term shall commence July 1, 1979 and terminate on June 30, 1980.

3. RENT. TENANT shall pay LANDLORD rent in the sum of FOUR HUNDRED FORTY AND
NO/100 (\$440.00) DOLLARS on the first day of each calendar month during the
term of this lease.

4. USE. The premises shall be used and occupied only for the purposes of
operation of a Day School Program by the County Social Services Director
and any other purpose reasonably related thereto.

5. UTILITIES. TENANT shall pay all charges for utilities used on the
premises during the lease term.

6. REPAIRS AND ALTERATIONS.

A. The LANDLORD agrees to maintain and repair the interior and exterior
water and sewer lines, electrical service and circuits, roof, heating,
air conditioning, and hot water heating. TENANT agrees to maintain

1 the remainder of the premises in the condition as it existed upon
2 occupancy, ordinary wear and tear excepted.

- 3 B. TENANT will not commit, or suffer to be committed, any waste upon the
4 said premises, or any public or private nuisance; and that the TENANT
5 will not make, or suffer to be made, any alterations of the said
6 premises, or any part thereof, without the written consent of the
7 LANDLORD first had and obtained, and that any additions to, or
8 alterations of, the said premises, except movable furniture and trade
9 fixtures, shall become at once a part of the realty and belong to the
10 LANDLORD.

Micro Fiched

- 11 7. EXCULPATORY CLAUSE. TENANT agrees to indemnify and save LANDLORD harmless
12 from and against any and all claims arising from any act, omission, or
13 negligence of TENANT, or its contractors, licensees, agents, servants, or
14 employees.

- 15 8. INSURANCE. During the term of this Lease, TENANT shall, at its own
16 expense, maintain in full force, a policy or policies of public liability
17 insurance insuring LANDLORD and TENANT against liability for injury for
18 persons and property, and for death of persons arising from any accident,
19 injury or damage occurring in, on, or about the premises, or any portion of
20 them arising from any act, omission, or negligence of TENANT or its
21 contractors, licensees, agents, servants, or employees. The liability
22 under such insurance shall be not less than \$100,000 for any one person
23 injured, or killed, not less than \$300,000 for any one accident, and not
24 less than \$50,000 for property damage.

- 25 9. ASSIGNMENT AND SUBLETTING. The TENANT shall not assign this Lease, or
26 any interest therein, and shall not lease or underlet the said premises, or
any part thereof, or any right or privilege appurtenant thereto, without
the written consent of the LANDLORD first had and obtained, and that a
consent to one assignment or subletting shall not be construed as a
consent to any subsequent assignment or subletting. It is hereby mutually
covenanted and agreed that, unless such written consent thereto has been

1 so had and obtained, any assignment or transfer, or attempted assignment or
2 transfer, of this Lease or of any interest therein, or underletting, either
3 by voluntary or involuntary act of the TENANT or by operation of law or
4 otherwise, shall, at the option of the LANDLORD, terminate this Lease; and
5 any such purported assignment (by death excepted), transfer, or underletting,
6 without such consent, shall be null and void.

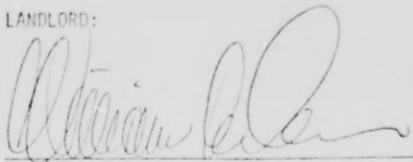
- 7 10. NOTICES. All notices to be given to TENANT by LANDLORD shall be given in
8 writing filed with the Clerk of the Board of Supervisors of the County of
9 Yolo or by depositing the same in the United States Mail, postage prepaid,
10 and addressed to the Chairman of the Board of Supervisors, Courthouse,
11 Woodland, California. Notices to LANDLORD shall be given in writing
12 personally or by depositing the same in the United States Mail, postage
13 prepaid, and addressed to LANDLORD at P.O. Box 725, Woodland, California
14 95695.

Micro Fiched

- 15 11. CONDITIONAL LIMITATIONS. Each term and each provision of this Lease
16 performable by TENANT shall be construed to be both a covenant and a
17 condition.
18 12. WAIVER. One or more waivers by LANDLORD of any covenant or condition
19 shall not be construed as a waiver of a subsequent breach of the same or
20 any other covenant or condition. LANDLORD's consent to or approval of any
21 act by TENANT requiring LANDLORD's consent or approval shall not be deemed
22 to waive or render unnecessary LANDLORD's consent to or approval of any
23 subsequent similar act by TENANT.
24 13. CONSTRUCTION. The marginal headings or title to the paragraphs of this
25 Lease are not a part of this Lease and shall have no effect upon the
26 construction or interpretation of any part of this Lease.
14. BINDING ON SUCCESSORS. The terms and provisions of this Lease shall be
binding upon and inure to the benefit of the heirs, executors,
administrators, successors, and assigns of LANDLORD and TENANT.

1 IN WITNESS WHEREOF, the parties hereto have executed this Lease on
2 the day and year first above written.

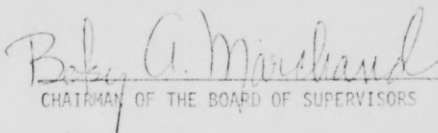
3
4 LANDLORD:

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8 WILLIAM O. ROSE

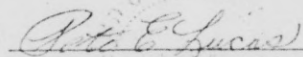
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14 TENANT:

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16 
17 CHAIRMAN OF THE BOARD OF SUPERVISORS

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20 ATTEST:

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22 PETER McNAMEE, COUNTY CLERK

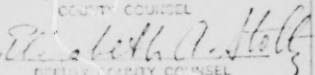
23 BY 

24 Deputy

25 (SEAL)

26 -4-

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL

By 
DEPUTY COUNTY COUNSEL

**KAISER
FOUNDATION
HEALTH PLAN INC.**

A Nonprofit Corporation
Northern California Region

**GROUP MEDICAL AND HOSPITAL SERVICE AGREEMENT
AMENDMENT**

AGREEMENT NO. 79-216

Group No. 1030

1.) Section H-1 of the Benefit Schedule is amended April 29, 1979 by deleting paragraph 1 and substituting therefor the following:

H. OBSTETRICAL CARE, FAMILY PLANNING AND INFERTILITY STUDIES

1. **Obstetrical Care.** Obstetrical care, including care for interrupted pregnancy, is provided in accord with this Benefit Schedule, on the same basis as care for other covered conditions. Care for the newborn child is provided without charge during the mother's confinement.

2.) The cost of this additional coverage provided by this amendment for the period May 1, 1979 to the end of the current contract period is deferred until the next contract period. This cost will be prorated and added to the amount payable for coverage throughout the term of the next contract period.

Micro Fiched

FILED

MAY 29 1979

PETER McNAMEE, Clerk

By *John C. Austin*
Deputy

APPROVED AS TO FORM

CHARLES R. MACK
COUNTY COUNSEL

By *Charles R. Mack*
DEPUTY COUNTY COUNSEL

Date accepted May 29 1979

Yolo County
Auditor's Office Court House
Woodland, Ca. 95695

By *Bob A. Merriam*
Chairman, Board of Supervisors,
XX County of Yolo, State of Calif.

Executed at Oakland, California to take effect

as of May 1, 1979

Date May 11, 1979

KAISER FOUNDATION HEALTH PLAN, INC.
A California nonprofit corporation

By *John C. Austin*
Authorized Representative, Northern California

WHITE-HEADQUARTERS
YELLOW-CONTRACTOR
GREEN-CONTROLLER
PINK-DISTRICT OFFICE
GOLDENROD-FIELDMAN
BLUE-CONTRACTOR'S FILE

YOLO COUNTY AGREEMENT NO. 79-217

STATE OF CALIFORNIA

BOOK

DEPARTMENT OF
TRANSPORTATION

Sheet 1 of 4

Vol Var

No Federal Funds Involved P.M.

SOURCE		CHARGE		EXP. AUTH.		SPECIAL DESIGNATION		OBJECT	AMOUNT DEBIT OR CREDIT	FISCAL YEAR	ENCUMBRANCE DOCUMENT NUMBER
DIST.	UNIT	DIST.	UNIT	SENIOR	SUB-ACCT.	SUB-ORIG. / W/PARCEL NO.	LOCATION / BRIDGE NO. ETC.				
93	660			50	510	20		749	6,300.00	80	2030, 527
COMMERCIAL SERVICE											
CONTRACT NO. 30527											
This number to be placed on all bills											
Marysville, CALIFORNIA.											
May 17, 1979											

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

SIGNATURE OF ACCOUNTING OFFICER: *Charles E. Swan* DATE: 5/17/79

Contractor's Name COUNTY OF YOLO, c/o Herbert W. Chandler Phone 666-8263
(Please bill as above)
Address P. O. Box 175 Agricultural Commissioner
Woodland, CA 95695
License No. and Class

The Contractor hereby agrees to furnish the service or rental as hereinafter set forth to the Department of Transportation in accordance with the provisions on BOTH SIDES of this form and on the attached sheets, if any, and he agrees to to receive and accept as full compensation therefor the prices named herein:

To furnish labor, equipment and supplies required to control and/or eradicate Puncture Vine, Beardless Rye Grass, Johnson Grass, Russian Thistle, Russian Knapweed, Hoary Cress, Perennial Peppergrass, Poison Oak, Cockle Burr, Mexican Whorled Milk Weed, Woolley Pod Milk Weed, Matrimony Vine, Bull Thistle, Purple Thistle, Yellow Star Thistle, and Jimson Weed on State highway rights of way in Yolo County for the period July 1, 1979, through June 30, 1980, as follows:

Route

- 128 Napa County Line to Winters.
- 80 Solano County Line to Sacramento County Line
- 113 Solano County Line to Sutter County Line at Knights Landing

AMOUNT NOT TO EXCEED: \$6,300.00

THIS CONTRACT EXPIRES: June 30, 1980

FILED

JUN 26 1979

DETERMINED, Clerk

By *Debbie Blumhagen*

The said Department of Transportation hereby agrees to the terms as above set forth, and hereby agrees to the same, provided that by mutual consent this agreement may be modified and that the State reserves the right to terminate this agreement upon written notice to the Contractor.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hand the year and date first above written.

DEPARTMENT OF TRANSPORTATION

CONTRACTOR

By *J. M. L. L. L.*
District Maintenance Engineer

Approved by

Date

J. D. LONN
CONTRACT OFFICER

COUNTY OF YOLO

By *Debbie A. Marshall*
COUNTY BOARD OF SUPERVISORS

COUNTY OF YOLO, STATE OF CALIFORNIA

Title or Position

MAIL BILLS IN TRIPLICATE TO:

Department of Transportation
P.O. Box 911, Marysville, CA 95901

A.—The Contractor shall keep himself fully informed of all existing and future State and Federal laws and county and municipal ordinances and regulations which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. He shall at all times observe and comply with, and shall cause all his agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders, and decrees of bodies or tribunals having any jurisdiction or authority over the work; and shall protect and indemnify the State of California, and all officers and employees thereof connected with the work, including but not limited to the Director of Transportation, the Chief Engineer and the Chief of Administrative Services against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by himself or his employees. If any discrepancy or inconsistency is discovered in this contract in relation to any such law, ordinance, regulation, order or decree the Contractor shall forthwith report the same to the Chief Engineer or the Chief of Administrative Services in writing.

B.—The mentioning of certain statutes in this contract shall not relieve the Contractor from the responsibility of complying with any other statutes applicable to the service or rental to be furnished hereunder.

C.—The Contractor shall indemnify the State against all loss and damage to the Contractor's property or equipment during its use under this contract and he shall at his own expense maintain such fire, theft, liability or other insurance as he deems necessary for his protection. The Contractor assumes all responsibility which may be imposed by law for property damage or personal injuries caused by defective equipment furnished under this contract or by operations of the Contractor or his employees under this contract.

D.—The cost of employer payments to or on behalf of employees, subsistence, travel, compensation insurance premiums, unemployment contributions, social security taxes, contract bond premiums, and any other taxes or assessments INCLUDING SALES TAXES required by law or otherwise shall be included in the price bid and no additional allowance will be made therefor, unless separate payment provision should specifically be provided for.

E.—It is expressly agreed that all persons engaged on this work are employees of the Contractor and that none are employees of the Department of Transportation of the State of California.

Micro Fiched

F.—The Contractor warrants, by execution of this contract, that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the State shall have the right to annul this contract without liability, paying only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

G.—Pursuant to the authority contained in Section 591 of the Vehicle Code, the Department has determined that within such areas as are within the limits of the project and are open to public traffic, the Contractor shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14 and 15 of the Vehicle Code. The Contractor shall take all necessary precautions for safe operation of his equipment and the protection of the traveling public from injury and damage from such equipment.

Contract Sheet 3 of 4

Yol	Var	
Co.	Route	P.M.

Micro Fiched

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgement by the parties.

COUNTY OF YOLO

Subgrant Signature Sheet

BK

Title (Allocated Among Titles)

Agreement/
Subgrant No. 79-218

Grantor (PRIME SPONSOR)

Subgrantee

COUNTY OF YOLO, a political subdivision
of the State of California

State of California Employment Development
Department

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and State of California Employment Development Department, hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

Program

Targeted Job Tax Credit Program

FILED

Address

114 W. Main Street

Micro Fiched

City

JUN 6 1979

Phone

Woodland, CA 95695

PETER McNAMEE, Clerk

662-8681

Program Director

By

DEPUTY

Roger Baldwin

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973 as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the General Assurances and the Additional Assurances.

The term of the SUBGRANT shall begin on May 1, 1979

The term of the SUBGRANT shall end on September 30, 1979

The total amount of the SUBGRANT is \$11,688

Approved for the SUBGRANTEE

Approved by the GRANTOR (PRIME SPONSOR)

By Signature

By Signature

Name and Title

DAVID NABELLE

Administrator

Northern Region

Date

Name and Title

BEJAY A. MARCHAND

Chairman, Board of Supervisors

County of Yolo, State of California

Date

MAY 29 1979

Type name and Title of Authorized Officer

1 SUBGRANT

2 COUNTY OF YOLO

3 This SUBGRANT dated this 1st day of May
4 1979, by and between the County of Yolo, a political subdivision,
5 hereinafter called Prime Sponsor or County, and the State of California
6 Employment Development Department hereinafter called SUBGRANTEE.

7 W I T N E S S E T H:

8 Recitals

Micro Fiched

- 9 1. County of Yolo is a Prime Sponsor within the meaning of the
10 Comprehensive Employment and Training Act of 1973, as amended
11 (PL 93-203 and PL 93-567), hereinafter referred to as CETA
12 and as such by Code of Federal Regulations is charged with the
13 basic responsibilities of a Prime Sponsor and the parts and
14 sections of CETA referred to therein, which provides as follows:
- 15 (a) Compliance with plans and assurances.
 - 16 (b) Compliance with Part 98 of the Regulations.
 - 17 (c) Establish priorities for receipt of assistance authorized
18 under the Act taking into account the priorities identifi-
19 ed by the Secretary and the significant segments repre-
20 sented among the economically disadvantaged, unemployed,
21 and underemployed residing within the jurisdiction.
 - 22 (d) Designing program operating activities which are to the
23 maximum extent feasible, consistent with every partici-
24 pant's fullest capabilities and will lead to employment
25 opportunities enabling every participant to become
26 economically self-sufficient, and will contribute to the

occupational development or upward mobility of every participant (Secs. 101 and 703 (9)).

- (e) Advising all participants of their rights and responsibilities prior to entering the program and granting the opportunity for an informal hearing as provided in §98.26; and
- (f) Making maximum efforts to achieve the provisions of the plan.

2. The State of California Employment Development Department is by virtue of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction of County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

Micro Filled

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

- (a) This SUBGRANT.
- (b) Signature Sheet.
- (c) Assurances and Certification.
- (d) Narrative
- (e) Operating Budget
- (f) Special Conditions
- (g)
- (h)
- (i)

2. Program

SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

3. Term

The term of this SUBGRANT shall begin May 1, 1979, and shall end September 30, 1979, as set forth in the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term. Micro Fiched

4. Payment

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

(a) Total Reimbursement shall not exceed the amount of \$ 11,688, as set forth on Signature Sheet.

(b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:

(1) Within ten (10) days following the completion of each calendar month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this subgrant during the preceding month.

(2) The County Administrative Officer of PRIME SPONSOR,

1 or his designee, shall review that claim, may review
2 the records, books of account, trial balance and
3 vouchers of SUBGRANTEE, and shall approve the claim
4 to the extent that SUBGRANTEE has incurred reasonable
5 and necessary costs pursuant to this subgrant,
6 including the Budget Schedules attached hereto.

7 (3) To the extent permitted by the Federal Government,
8 the County Administrative Officer or his designee
9 may approve in advance of working capital to SUB-
10 GRANTEE. Each advance of working capital shall be ^{Micro Fiched}
11 made on application in writing by SUBGRANTEE. Each
12 approval shall be in writing and shall set forth
13 the terms for repayment. Repayment shall be offset
14 against amounts payable on monthly claims. The
15 terms of repayment may be modified by written order
16 of the County Administrative Officer or his designee.
17 Upon termination of this subgrant any unpaid advances
18 shall be offset against any remaining payments to
19 SUBGRANTEE. Any advances exceeding remaining pay-
20 ments shall be repaid to PRIME SPONSOR immediately.

21 (c) Reasonable and necessary costs shall be determined by
22 PRIME SPONSOR in accordance with the requirements of the
23 United States Department of Labor and the United States
24 OMB, Circulars A-87 and A-102, and any additional
25 requirements or procedures established by PRIME SPONSOR.

26 (d) It is expressly understood by PRIME SPONSOR and

1 SUBGRANTEE that PRIME SPONSOR has made applications to the
2 United States Department of Labor for a grant of funds
3 under the Comprehensive Employment and Training Act of
4 1973, as amended, for the purpose of funding services
5- under this contract and that PRIME SPONSOR is not
6 obligated to provide funds to SUBGRANTEE and SUBGRANTEE
7 is not obligated to provide services under the contract
8 until such funds are available to PRIME SPONSOR by the
9 Department of Labor.

- 10 e) Approved claims shall be paid only from funds granted to
11 PRIME SPONSOR by the U. S. Department of Labor.

12 5. Records, Audit, Inspection

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13 (a) Establishment and Maintenance of Records

14 The SUBGRANTEE shall maintain records, including but not
15 limited to books, financial records, supporting docu-
16 ments, statistical records, personnel, property and all
17 other pertinent records sufficient to reflect properly,

18 (a) all direct and indirect costs whatsoever nature
19 claimed to have been incurred and anticipated to be con-
20 current to perform this contract, and (b) all other
21 matters covered by this SUBGRANT for which the mainten-
22 ance and retention of records is required by law,
23 including but not limited to U.S. OMB Circulars No.
24 A-87 and No. A-102, and regulations of the U.S. Department
25 of Labor, including but not limited to 29 CFR & 98.18.
26 The obligation to maintain and preserve records shall not

1 be diminished by any instructions or advice given by
2 PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable
3 written reports to PRIME SPONSOR.

4 (b) Preservation of Records

5 SUBGRANTEE shall preserve and make available its records
6 related to this SUBGRANT (a) until the expiration of
7 three (3) years from the date of final payment to
8 SUBGRANTEE under this SUBGRANT (b) for such longer period,
9 if any, as required by applicable law. Micro Fiched

10 If this SUBGRANT is terminated, the records
11 relating to this SUBGRANT shall be preserved
12 and made available for a period of three (3)
13 years from the date of any resulting final
14 settlement.

15 (c) Accounting by SUBGRANTEE

16 SUBGRANTEE shall establish and maintain at all times, on
17 a current basis in conjunction with the Program, an
18 adequate accrued accounting system covering all costs,
19 items and expenditures with respect to the Program, in
20 accordance with generally accepted accounting principles
21 and standards, and in accordance with requirements of the
22 Federal Government and any PRIME SPONSOR requirements as
23 set forth in the SUBGRANTEES' Fiscal Activities Manual.

24 (d) Examination of Records and Facilities

25 At any time during normal business hours, PRIME SPONSOR
26 or duly authorized representative thereof, shall until

1 expiration of three (3) years after final payment under
2 this SUBGRANT have access to and the right to examine its
3 offices, and facilities engaged in performance of this
4 SUBGRANT and all its records with respect to all matters
5 covered by this SUBGRANT, including the right to audit,
6 examine and make excerpts of transcripts and from such
7 records to make audit of all contracts and subcontracts,
8 invoices, payrolls, records or personnel conditions of
9 employment, material and all other data relating to
10 matters covered by the SUBGRANT.

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11 (e) Documentation of Cost

12 All cost shall be supported by ,properly executed payrolls,
13 time records, invoices, contracts, or vouchers or other
14 official documentation evidencing in proper detail the
15 nature of propriety of the charge. All checks, payrolls,
16 accounting documents, pertaining in whole or part of this
17 contract shall be clearly identified and readily
18 accessible.

19 6. Suspension of Disallowance of Payments

20 PRIME SPONSOR may at any time elect to offset against, suspend,
21 or disallow payment to SUBGRANTEE in whole or part or to de-
22 mand repayment under this agreement in the event of any of the
23 following occurrences, to wit:

- 24 (a) If SUBGRANTEE (with knowledge) shall have made any mis-
25 representation of any nature with respect to any
26 information or data furnished to PRIME SPONSOR in

connection with Program.

- (b) If SUBGRANTEE is in default under any provisions of this agreement.
- (c) If SUBGRANTEE maintains a pattern of discrimination.
- (d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.
- (e) If the SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.
- (f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

7. Termination of SUBGRANT

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(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

- (1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.
- (2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.
- (3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.
- (4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied

1 by the U. S. Department of Labor to the grant under
2 which this Agreement is made. SUBGRANTEE shall not
3 be relieved of liability to PRIME SPONSOR for
4 damages sustained by PRIME SPONSOR by virtue of
5 any breach of the Agreement by SUBGRANTEE and PRIME
6 SPONSOR may withhold any reimbursement to SUBGRANTEE
7 for the purposes of setoff until such time as the
8 exact amount of damages due PRIME SPONSOR from
9 SUBGRANTEE is agreed upon or otherwise determined.

10 (b) Without Cause

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11 Either party may terminate this SUBGRANT at any time by
12 giving written notice of such termination
13 and specifying the effective date thereof, at least 30
14 days before the effective date of such termination. If
15 the SUBGRANT is terminated by PRIME SPONSOR as provided
16 herein, SUBGRANTEE will be paid an amount which the same
17 ratio to the total compensation as the services actually
18 performed bear to the total services of SUBGRANTEE
19 covered by this SUBGRANT, less payments of compensation
20 previously made.

21 8. Severability of Provisions

22 If any provisions of this SUBGRANT are held invalid, the re-
23 mainder of this SUBGRANT shall not be affected thereby, in
24 such remainder would then continue to conform to terms and
25 requirements of applicable law.

26 ///

1 9. Hold Harmless -- Indemnification

2 In contemplation of the provisions of Section 895.4,
3 California Government Code, each party hereto agrees
4 to indemnify and hold the other party harmless from
5 all liability for damage to persons or property arising
6 out of or resulting from the acts or omissions
7 of the indemnifying party.

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10 10. Legal Relationship

11 (a) It is herein understood and agreed that SUBGRANTEE is an
12 independent contractor and that no relationship of
13 employer-employee exists between the parties hereto.
14 That SUBGRANTEE shall not be entitled to any benefits
15 available to employees of PRIME SPONSOR. That PRIME
16 SPONSOR is not required to make any deductions from the
17 compensation payable to SUBGRANTEE under the provisions
18 of this Agreement; that as an independent contractor,
19 SUBGRANTEE thereby holds PRIME SPONSOR harmless from any
20 and all claims that may be made against PRIME SPONSOR
21 based upon any contention by any third party that an
22 employer-employee relationship exists by reason of this
23 Agreement.

24 (b) It is further understood and agreed by the parties hereto
25 that SUBGRANTEE in the performance of its obligations
26 hereunder is subject to the control or direction of PRIME

SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

- (c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervision and control of Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Micro Fiched Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

11. Monthly Report

SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall set forth the extent expenditures exceed a prorata portion of the entire

1 budget category for the term of this program and shall explain
2 in detail the reasons for such excess.

3 12. Procedures for Corrective Action

- 4 (a) Whenever the County Administrative Officer of PRIME
5 SPONSOR determines in the manner set forth herein that
6 SUBGRANTEE has failed to comply with any provision of
7 this SUBGRANT, the County Administrative Officer may
8 order corrective action. Micro Fiched
- 9 (b) Before making such an order, the County Administrative
10 Officer or his designee shall give SUBGRANTEE ten (10)
11 days' written notice setting forth the nature of SUB-
12 GRANTEE'S noncompliance and a procedure whereby SUBGRANTEE
13 and its officers or responsible employees may have an
14 opportunity to meet with the County Administrative
15 Officer or PRIME SPONSOR or his designee for the purposes
16 of considering the need for and nature of corrective
17 action.
- 18 (c) An order for corrective action shall be in writing and
19 shall set forth specific directions for corrective action,
20 a detailed timetable for implementing the specific
21 directions for reporting to PRIME SPONSOR as to
22 implementation. The order shall be served on SUBGRANTEE.
- 23 (d) If SUBGRANTEE shall fail to implement an order for
24 corrective action, or if it shall fail to do so within
25 the timetable set for implementation, the County
26 Administrative Officer of the PRIME SPONSOR may recommend

that the Governing Body suspend payments hereunder or terminate this SUBGRANT.

- (e) If SUBGRANTEE shall fail to comply with the administrative requirements of this SUBGRANT, such as those requiring the timely submission of all periodic reports, and if such failure shall not be suggestive of other apparent misfeasance, malfeasance, or nonfeasance, the County Administrative Officer shall be empowered, without consultation with the Governing Body, to suspend or delay any and all payments under this SUBGRANT until such failure is rectified.

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13. Property

- (a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of Attachment N of OMB Circular No. A-102 and SUBGRANTEE shall be subject to the obligations of grantee set forth therein, and as between PRIME SPONSOR and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantee agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PRIME SPONSOR.
- (b) The SUBGRANTEE'S Property Standards of Non-Expendable

1 Personal Property shall include the following procedural
2 requirements:

- 3 (1) Property records shall be maintained accurately and
4 provided for: A description of the property, manu-
5- facturer's serial number or other identification
6 number, acquisition data and cost, source of the
7 property, use and condition of property. Micro Fiched
8 (2) Physical inventory of property shall be taken and
9 the result reconciled with the property records
10 at least once a year to verify the existence,
11 current utilization, and continued need for property.
12 (3) Adequate maintenance procedures shall be implemented
13 to keep property in good condition.
14 (4) A control system shall be in effect to insure
15 adequate safeguards to prevent loss, damage, or
16 theft to property. Any loss, damage or theft of
17 non-expendable properties shall be investigated
18 and fully documented.

19 14. Contingent Fee

20 SUBGRANTEE warrants that no person, selling agency or other
21 organization has been employed or retained to solicit or
22 secure this agreement upon an agreement or understanding for
23 commission, percentage, brokerage, or contingency fee. For
24 breach or violation of this covenant the PRIME SPONSOR shall
25 have the right to annul this agreement without liability or,
26 at its discretion, to deduct from the compensation or otherwise

1 recover, the full amount of such commission, percentage,
2 brokerage, or contingency fee.

3 15. Laws

4 SUBGRANTEE shall comply with all the applicable laws, decisions,
5 statutes, regulations and ordinances of the United States,
6 the State of California, and local governments.

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7 16. Rights

8 SUBGRANTEE agrees to and does hereby grant to the Federal
9 Government a royalty-free, non-exclusive and irrevocable
10 license throughout the world of government purposes to publish,
11 translate, reproduce, and otherwise use and dispose of, and to
12 authorize others to do so, all data, including reports,
13 patents, copyrights, drawings, blueprints, and technical
14 information resulting from the performance of the work under
15 this SUBGRANT. SUBGRANTEE will not include copyrighted
16 matter in the material furnished under this agreement without
17 written permission from the copyright owner. The SUBGRANTEE
18 further agrees that in the performance of this SUBGRANT no
19 person having interest that would conflict with the performance
20 of this SUBGRANT shall be employed.

21 17. Right to Reuse

22 If, under the provisions of this SUBGRANT, SUBGRANTEE develops
23 any systems analysis products, models, electronic data
24 processing systems, software and related services, SUBGRANTEE
25 agrees that the methods, materials, logic, and systems
26 developed pursuant to this SUBGRANT shall be the property of

1 PRIME SPONSOR, and be used as PRIME SPONSOR sees fit,
2 including the right to reuse and publish the same without
3 limitation.

4 18. Personnel

5 (a) SUBGRANTEE represents that he has, or will secure at his
6 own expense, all personnel required in performing the
7 services under this SUBGRANT. Such personnel shall not
8 be employees of or have any contractual relationship
9 with PRIME SPONSOR. Micro Fiched

10 (b) All of the services hereunder will be performed by
11 SUBGRANTEE or under his/her supervision, and all personnel
12 engaged in the work shall be fully qualified and shall be
13 authorized under State and local law to perform such
14 services.

15 (c) None of the work or services covered by this SUBGRANT
16 shall be subcontracted without the prior written approval
17 of PRIME SPONSOR.

18 (d) SUBGRANTEE may not terminate, layoff, or reduce the
19 working hours of an employee in anticipation of hiring
20 an individual with funds available under Title VI. In
21 addition, no participant shall be used to fill positions
22 or provide services normally provided by temporary,
23 part-time, or seasonal workers or contracted out, or to
24 fill full-time vacancies. SUBGRANTEE shall not hire any
25 person into any job funded under Title VI when any other
26 person is on lay-off from the same or any substantially

equivalent job.

19. Assignments

Without the written consent of PRIME SPONSOR, this SUBGRANT is not assignable by SUBGRANTEE either in whole or in part.

20. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

21. Waiver

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The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any default, breach or condition precedent, or any other right hereunder.

22. Successors

This SUBGRANT shall bind and insure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

23. Cost of Living Council

The SUBGRANTEE agrees to comply with Applicable Regulations and Standards of the Cost of Living Council in establishing wages and prices.

24. Clean Air Act of 1970

If the amount of this SUBGRANT exceeds \$100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970.

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1 25. Nepotism

2 Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall
3 hire, or cause or allow to be hired, a person into an
4 administrative capacity, staff position or public service
5 employment position funded under CETA, if a member of his or
6 her immediate family is employed in an administrative capacity
7 for the PRIME SPONSOR, SUBGRANTEE or any employing contractor.
8 However, where a state of local statute regarding nepotism
9 exists which is more restrictive than the policy, the eligible
10 applicant should follow the State of local statute in lieu of
11 the policy.

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- 12 (a) The term "member of the immediate family" includes: wife,
13 husband, son, daughter, mother, father, brother,
14 brother-in-law, sister, sister-in-law, father-in-law,
15 mother-in-law, aunt, uncle, neice, nephew, step-parent,
16 and step-child.
- 17 (b) The term "Administrative capacity" includes those persons
18 who have overall administrative responsibility for a
19 program, including all elected and appointed officials
20 who have any responsibility for the obtaining of and/or
21 approval of any grant funded under the Act, such as
22 members of the PRIME SPONSOR Planning Council, other
23 officials who have an influence or control over the
24 administration of the program, as set forth in 29 CFR §
25 98.22(b)(3).
- 26 (c) The term "staff position" includes all CETA staff

positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

26. Non-Discrimination

This contract and any subcontract hereunder is subject to the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964, (as amended by the Equal Employment Opportunity Act of 1972) and Revised Order #4 of the Federal Register. The SUBGRANTEE agrees that any service, financial aid or other benefit to be provided by SUBGRANTEE under this SUBGRANT shall be furnished without discrimination because of sex, race, creed, color, religion, national origin, political affiliation, belief, heritage, or handicap (as defined in 29 CFR § 98.21(h)).

27. Federal Aid

It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

28. Bonding

All employees of SUBGRANTEE, the State of California, are covered by a fidelity bond with Hartford Accident

1 and Indemnity Company (Bond No. 5002495) in the amount
2 of \$50,000 per employee per loss with a deductible of
3 \$2,500.

4 29. Insurance

5 SUBGRANTEE, the State of California, maintains a self-
6 insured plan for general liability pursuant to Title I,
7 Division 3.6 (commencing with Section 810) of the Micro Fiched
8 California Government Code for workers' compensation
9 insurance pursuant to agreement with the California
10 Workers' Compensation Insurance Fund and for automobile
11 liability insurance under a master policy for the State
12 of California pursuant to Division 9, Chapter 1 (commenc-
13 ing with Sections 17000) of the California Vehicle Code.
14

15
16 30. Entire Agreement Modifications

17 This agreement constitutes the entire agreement between the
18 parties hereto for services furnished pursuant to this
19 agreement. This agreement may be modified, altered, or
20 revised only upon the written consent of both parties hereto.

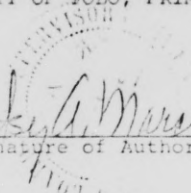
21 31. Notices

22 All notices to be given SUBGRANTEE may be given by deposit
23 in the United States mail, postage prepaid, addressed to
24 SUBGRANTEE at the address set forth on the Signature Sheet.

25 WHEREFORE, the parties have executed this SUBGRANT

26 No. 79-218.

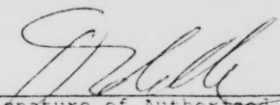
COUNTY OF YOLO, PRIME SPONSOR


Betsy A. Marchand
(Signature of Authorized Officer)

BETSY A. MARCHAND
Chairman, Board of Supervisors
County of Yolo, State of California
(Title of Authorized Officer)

Micro Fiched

(Legal Name of SUBGRANTEE)


(Signature of Authorized Officer)

DAVID NADEL
Administrator
Northern Region
(Title of Authorized Officer)

19

(Corporate Seal)

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ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:

a. It will comply with the requirements of the Comprehensive Employment and Training Act (CETA) of 1973, as amended (P.L. 93-203, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1845 and P.L. 94-444, hereinafter referred to as the Act, and with the regulations promulgated thereunder; and

b. It will comply with OMB Circular number A-95 and Federal Management Circulars (FMC) 74-4 and 74-7, as those circulars relate to functions such as the utilization of funds, the operations of programs, and maintenance of records, books, accounts, and other documents under the Act.

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2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them.

3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:

a. It possesses legal authority to apply for the grant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required (sections 102(a); 701(a) (9) and (10)).

b. It will comply with title VI of the Civil Rights Act of 1964, (P.L. 88-352).

c. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program activity funded in whole or in part with funds made available under this (section 712).

d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any application for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (section 703(1)).

e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally-assisted programs.

f. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employees.

g. It will comply with the requirement that no program under the Act shall involve political activities (section 710 and 703(2)).

h. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (section 702(a)).

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i. It will give the Secretary of Labor and the Comptroller General through any authorized representative the access to and the right to examine all records, books, papers, or documents related to the grant (section 713(2)).

j. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).

k. Appropriate standards for health and safety in work and training situations will be maintained (section 703(5)).

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).

m. Provision of workmen's compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act at the same level and to the same extent as other employees of the employer who are covered by a State or industry workmen's compensation statute; and provision of workmen's compensation insurance or medical and accident insurance for injury or disease resulting from their participation to those individuals engaged in any program activity under the Act, i.e., work experience, on-the-job training, public service employment, classroom training, services to participants, and other activities, where others similarly engaged are not covered by an applicable workmen's compensation statute (sections 703(6) and 208(4)).

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(8)). Micro Fished

p. Training and related services will, to the extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9) and 105(a)(6)).

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).

r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (section 703(11)).

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons in obtaining meaningful employment opportunities (sections 703(12) and 311(c)).

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703 (14)).

v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15)).

w. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

x. It will comply with the labor standards requirements set out in section 706 of the Act.

y. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a)(1)(B) and 205(c)(1)).

z. No funds made available under the Act shall be used for lobbying activities in violation of 18 USC 1913.

aa. If the applicant is financed by letter of credit:

(1) Letter of credit cash drawdowns will only be initiated when actually needed for its ETA grant(s) disbursements;

(2) Timely reporting of cash disbursements and balances will be made to the Employment and Training Administration as required;

(3) It will impose the same standards of timing and amount upon any secondary recipients including the furnishing of reports of cash disbursements and balances.

bb. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that:

- 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; Micro Fished
- 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and
- 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

B. Additional Assurances for Title I Programs

In carrying out programs under Title I of the Act, the applicant assures and certifies that:

1. Manpower services, including job development, will be provided to those most in need of them including low income persons and persons of limited English-speaking ability, and that the need for continued funding of programs of demonstrated effectiveness is considered in serving such persons (section 105(a)(1)(D)).

2. Programs of institutional skill training shall be designed for occupations in which skill shortages exist (section 105(a)(6)).

3. The plan meets all the requirements of section 105(a) and the applicant will comply with all provisions of the Act (section 105(b)).

4. It will make such arrangements as are prescribed by regulation to assist the Secretary in carrying out his responsibilities under sections 105 and 108 of the Act (section 105(a)(7)).

5. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job training opportunities for veterans who have received other than a dishonorable discharge within 4 years before the date of their application (sec. 305(a) of P.L. 95-93).

On a continuing and timely basis, information on job vacancies and training opportunities funded under title I of the Act shall be provided to the State and local veterans employment service representative for the purpose of disseminating information to eligible veterans (section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974). Micro Fiched

6. Appropriate arrangements will be made to promote maximum feasible use of apprenticeship and other on-the-job training opportunities available under section 1787 of title 38, United States Code.

7. It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of title III (sec. 346(a)(2)).

C. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designed to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide

participants with self-development skills; except where exempt under the provisions of section 604 of the Act, provided, however, that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (sections 205(c) (4) and 604).

2. To the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate exceeds except where exempt under section 604 of the Act (sections 205(c) (6) and 604).

3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job (section 205(c) (7)).

Micro Fiched

4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (section 205(c) (8)).

5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not otherwise be immediately available (section 205(c) (9)).

6. Periodic review procedures established pursuant to section 207(a) of the Act will be complied with (section 205(c) (17)).

7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of the Act to assist (section 205(c) (18)).

8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (sections 205(c) (19) and 604).

9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including opportunities for the disadvantaged (section 205(c)(21)).

10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (section 205(c)(22)).

11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (section 205(c)(23)).

12. The jobs in each promotional line in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each promotional line until applicable personnel procedures and collective bargaining agreements have been complied with (section 205(c)(24)).

Micro Fiched

13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (section 205(c)(24)).

14. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specified effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job-training opportunities for veterans who have received other than a dishonorable discharge within four years before the date of their application (sec. 305(a) of Pub. L. 95-93).

In order to insure special consideration for veterans, all public service employment vacancies, except those to which former employees are being recalled, must be listed with the State employment service at least 48 hours (excluding Saturdays, Sundays, and holidays) before such vacancies are filled. During this period, the employment service may refer those veterans specified above. If sufficient numbers of veterans are not available, the employment service, upon request, may also refer members of other significant segments. All other applicants are to be referred after the 48-hour period (section 205(c)(5)). The eligible applicant should utilize the assistance of State and local veterans employment representatives in meeting its program goals.

Each eligible applicant shall, on a continuing and timely basis, provide information on job vacancies and training opportunities funded under the Act to State and local veterans employment representatives and to other veteran organizations for the purpose of disseminating information to eligible veterans (section 104(b) of the Emergency Jobs and Unemployment Assistance Act of 1974).

Micro Fiched

15. To the extent possible, administrative staff shall be drawn from unemployed and underemployed persons (section 205(c)(20)).

D. Additional Assurances for Title II Programs

All assurances in C above apply to public service programs funded under title II. In addition, the applicant assures that:

Only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under title II of the Act and the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas (section 205 (c)(3)).

E. Additional Assurances for Title VI Programs

All assurances in C above apply to public service programs under title VI. In addition, the applicant assures that:

Only persons residing in the area served by the eligible applicant under title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas

except that funds allocated under Title VI of the Act (section 603(a)(2)(B)), to an area eligible for assistance under Title II of the Act shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment as defined in section 204(c). (Section 603(a)(2)). None of the participants hired under this Agreement shall be utilized for service not covered by the PROJECT ABSTRACT.

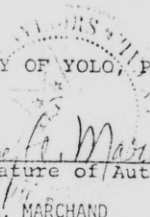
F. Additional Assurances for Title III Program

It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of Title III (sec. 346(a)(2)).

Micro Fiched

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

COUNTY OF YOLO, PRIME SPONSOR


Betsy A. Marchand
(Signature of Authorized Officer)

BETSY A. MARCHAND
Chairman, Board of Supervisors Micro Fiched
County of Yolo, State of California
(Title of Authorized Officer)

(Legal Name of Subgrantee,

19

David Nadette
(Signature of Authorized Officer)

DAVID NADETTE
Administrator
Northern Region

(Title of Authorized Officer)

NARRATIVE

The Revenue Act of 1978 (PL 95-600, approved Nov. 6, 1978) established the Targeted Jobs Tax Credit (TJTC) replacing the Vocational Rehabilitation Tax Credit and the Jobs Tax Credit, which expired December 31, 1978, and modifying the WIN and Welfare Tax Credits which continue in force.

TJTC is an elective tax credit that applies to wage costs incurred by firms between January 1, 1979, and December 31, 1980, for certified employees hired after September 26, 1978. The credit is equal to 50 percent of first year wages up to \$6,000 and 25 percent of second year wages up to \$6,000 for each eligible employee.

Micro Fiched

Because TJTC offers greater potential savings to employers than former tax credit programs, it is probable that employer interest will be immediate and widespread. One Employment and Claims Assistant (full time) and one Employment Development Officer I (half time) will perform the functions funded under this subcontract. Time will be charged to TJTC activities as necessary. The Employment Development Department (EDD) will be responsible for determining applicant eligibility for the following targeted groups:

A. Economically Disadvantaged Youth (Must meet both of the following criteria:

1. an individual who, on the date of hire, is at least age 18 but not yet age 25, and
2. is a member of an economically disadvantaged family.

"Economically Disadvantaged" Defined

A family is economically disadvantaged if, during the six months immediately preceding the month in which the hiring date occurs, the

family income is less than 70 percent of the BLS lower living standard on an annualized basis.

The determination for family member and allowable family income will follow CETA Regulations.

B. Economically Disadvantaged Vietnam-Era Veterans (Must meet all of the following four criteria):

1. an individual who is less than age 35 on the hiring date, and
2. is a member of an economically disadvantaged family, and
3. who, during the 60-day period ending on the hiring date, has not had any day of extended active duty* in the Armed Forces of the United States, and
4. has served on active duty (other than for training) in the Armed Forces of the United States for a period of more than 180 days, any part of which occurred in the Vietnam-Era**
or
has been discharged or released from active duty in the Armed Forces of the United States for a service-connected disability if any part of such service occurred in the Vietnam-Era**

Micro Fiched

*Extended active duty means a period of more than 90 days during which the individual was on active duty other than for training.

**Vietnam-Era - after August 4, 1964, and before May 8, 1975.

C. Economically Disadvantaged Ex-Convict (Must meet all of the following three criteria):

1. an individual who is a member of an economically disadvantaged family, and

2. has been convicted of a felony under any statute of the United States or any state, and
3. whose hiring date is not more than five years after the last date on which he/she was so convicted or released from prison, whichever is later.

Requests for a determination of eligibility and issuance of a voucher may be initiated by:

- A. An employer for a current employee hired after 9/26/78 or Micro Fiched
- B. An employer for an individual about to be hired.
- C. An unemployed individual who wished to enhance his or her employability by offering prospective employers proof of TJTC eligibility.

Whenever possible, EDD will conduct an in-person eligibility determination interview. When the applicant's work schedule or distance from the EDD office precludes in-person interview, the necessary fact-finding may be done by telephone and signatures obtained by mail.

The applicant's eligibility will be based on the standards for his or her particular targeted group. Income and economic status of the targeted groups for which EDD has responsibility will be ascertained in accordance with existing procedures and the eligibility criteria for each target group.

If eligible an Applicant Characteristic Form, DE 8730, Voucher, DE 8731, and a CETA Participant Record Form Y90 will be completed and distributed. The applicant will be given a copy of the voucher and may be referred to a specific employer or may conduct his own or her own job search.

Information on the Y90 and DE 8730 to which the individual has self certified will be verified pursuant to federal requirements. Upon receipt of any information indicating that an individual is ineligible or may be ineligible during the life of his or her voucher, appropriate corrective action will be taken, which may include contacting the applicant for a reinterview, verifying eligibility information with additional sources, and revising or invalidating vouchers.

EDD will also redetermine eligibility and issue another voucher for individuals when that individual was not hired prior to expiration of their latest voucher. Micro Fiched

In addition, EDD will provide outreach to Eastern Yolo County one day a week and Davis one day a week to conduct eligibility determinations, issue vouchers and maintain contact with community based organizations that have TUTC eligibility applicants in their caseloads.

CETA TITLE III OPERATING BUDGET

☒ ORIGINAL ☐ REVISION NO. _____ DATE 5/15/79

Subgrantee Name and Address:

Employment Development Department

114 West Main Street

Woodland, CA 95695

Contact Person Roger BaldwinPhone 662-8681 Contract No. _____Period: From May 1, 1979 To Sept. 30, 1979Program Name Targeted Jobs Tax Credit

Micro Fiched

MONTH	ACTIVITY							TOTAL
	CT	DJT	VEX	SERVICE	TECHNICAL SERVICES	CEE	VEP	
OCT.								
NOV.								
DEC.								
JAN.								
FEB.								
MAR.								
APR.								
MAY								
JUNE				1321				1321
JULY				2598				2598
AUG.				2592				2592
SEPT.				2589				2589
				2588				2588
TOTAL				11688				11688

MONTH	COST CATEGORY							TOTAL
	ADMIN.	ALLOW	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	
OCT.								
NOV.								
DEC.								
JAN.								
FEB.								
MAR.								
APR.								
MAY	22							
JUNE	80					1299		1321
JULY	78					2518		2598
AUG.	77					2514		2592
SEPT.	76					2512		2589
						2512		2588
TOTAL	333					11355		11688

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

DAVID NADALLE
Administrator
Northern Region

Name and Title of Authorized Official

Signature

Date
Signed

For CETA Approval Only:

Accountant

Principal Administrative Analyst

5-18-79
Date5-21-79
Date

OPERATING BUDGET

CONTRACT NO. _____

SUBGRANTEE'S NAME AND ADDRESS

Employment Development Department

114 West Main Street

Woodland, CA 95695

SERVICES TO CLIENTS	TOTAL	OCT	NOV	DEC	JAN
ALLOWANCES					
Basic					
Dependents					
Incentive					
Other Additional					
SERVICES	11355				
Staff Salaries	8101				Micro Filled
Staff Fringe Benefits	2430				
Staff Travel	260				
Spec. Prog. Tech. Assist.					
Space Cost	176				
Supplies	94				
Telephone	249				
Transportation					
Child Care					
Medical Assistance					
Rent Assistance					
Bonding Assistance					
Rental - Equipment					
Office - Equipment	45				
Uncl. Services Cost					
TOTAL NON-ADMINISTRATIVE COST	11,355				
ADMINISTRATIVE COST	333				
TOTAL - SERVICES TO CLIENTS	11,688				

SUBGRANTEE'S NAME AND ADDRESS

Employment Development Department

114 West Main Street

Woodland, CA 95695

OPERATING BUDGET

CONTRACT NO.

FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT
			960	1786	1785	1785	Micro Fishes
			288	536	536	535	535
			15	62	61	61	61
			11	42	41	41	41
			6	22	22	22	22
			16	59	58	58	58
			3	11	11	10	10
			1299	2518	2514	2512	251?
			22	80	78	77	76
			1321	2598	2592	2589	2588

OPERATING BUDGET

CONTRACT NO. _____

SUBGRANTEE'S NAME AND ADDRESS

Employment Development Department

114 West Main Street

Woodland, CA 95695

ADMINISTRATIVE SUBGRANTEE	TOTAL	OCT	NOV	DEC	JAN
INDIRECT COST	243				
SALARIES & WAGES					
FRINGE BENEFITS	74				
FICA	12				
Workers' Compensation	2				
Retirement	42				
Health & Life Insurance	14				
Unemployment Compensation Ins.	3				
Disability Insurance	1				
TRAVEL					
Mileage Reimbursement					
Out-of-Town Travel					
CONSULTANT & PROFESSIONAL SERVICES					
Bookkeeping					
Legal					
Program Tech. Assist.					
SPACE COST	5				
Rental of Land & Buildings	5				
Utilities					
Janitorial Services					
Repairs to Buildings					
CONSUMABLE SUPPLIES	3				
Office Supplies	3				
Cleaning & Janitorial Supplies					
COMMUNICATION COST	7				
Telephone & Telegraph	7				
Postage					
OTHER COST					
Photocopy & Xerox					
Rental - Office Equipment					
Maintenance & Repair - Equipment					
Fid. & Gen. Insurance					
Uncl. Expenses					
EQUIPMENT	1				
Office Equipment	1				
Office Furniture & Fix.					
TOTAL	333				

Micro. Fiched

SUBGRANTEE'S NAME AND ADDRESS

Employment Development Department

OPERATING BUDGET

114 West Main Street

CONTRACT NO.

Woodland, CA 95695

FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT
			15	57	57	57	57
			5	18	17	17	17
			1	3	3	3	2
			0	1	1	0	0
			2	10	10	10	10
			1	4	3	3	3
			0	1	1	1	0
			0	1	0	0	0
			1	1	1	1	1
			1	1	1	1	1
			0	1	1	1	0
			0	1	1	1	0
			1	2	2	1	1
			1	2	2	1	1
			0	1	0	0	0
			22	80	78	77	76

Micro Fiched

Employment Development Department
114 West Main Street
Woodland, CA 95695

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
CLTA OPERATING BUDGET

Travel Schedule

Period From May 1, 1979 to Sept. 30, 1979

Contract No. _____

[illegible]

Employee's Name and Address

Employment Development Department

114 West Main Street

Woodland, CA 95695

Phone 662-8681

Micro Filled

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

CETA OPERATING BUDGET

Positions and Salaries Schedule

Period From May 1, 1979 To Sept. 30, 1979

Contract No. _____

Title/Subtitle _____

POSITION/TITLE	MONTHLY SALARY RATE	2 OF TIME	NO OF HRS.	AMOUNT	VACA- TION	TOTAL AMOUNT			DISTRIBUTION OF NON-ADMINISTRATIVE COS				
						TOTAL	ADMIN.	NON- ADMIN.	CLASS. TRNG.	OJT.	WORK EXP.	SERVICE /CLIENT	OTHER ACT.
Employment and Claims	1265.00	100	4	5060				5060					
Assistant													
Employment Development	1520.50	.5	4	3041				3041					
Officer I													
TOTAL				8101				8101					

Activities TJTC
 EDD Unit Woodland EDD
 Project Code _____
 Period of Activity 5-1-79 - 9-30-79

Prepared By Roger Baldwin
 Phone No. ATSS 66-8681
 Date of EDD Pricing Schedule _____
 Salary Slip Used: Actual X Average _____

COST ITEMS	COLUMN I	COLUMN II	COLUMN III	COLUMN IV
* Cost categories used on sponsor Budgets.	ADMINISTRATION*	SERVICES*	CURRENT MONTH TOTALS	TOTALS TO DATE
1. DIRECT PERSONNEL SERVICES COSTS: (1A and 1B from CETA 25 or CETA 5)				
A. Administrative Salary Cost	\$ _____			
B. Services Salary Cost		\$ 8101		
C. TOTAL DIRECT PERSONNEL COSTS .. (1A plus 1B = 1C)			\$ _____	\$ _____
2. INDIRECT SUPPORTIVE COSTS FOR FISCAL AND PERSONNEL MANAGEMENT:				
A. % of Column 1 Line 1A	\$ _____			
B. % of Column II Line 1B	\$ 243			
C. TOTAL INDIRECT PERSONNEL COSTS. (2A plus 2B = 2C)			\$ _____	\$ _____
3. TOTAL PERSONNEL SERVICES COSTS:				
A. TOTAL OF LINES 1 and 2 FOR COLUMNS 1 to III	\$ 243	\$ 8101	\$ _____	\$ _____
4. FRINGE BENEFITS: (Multiply Line 3 Columns I and II by all percentages)				
A. Social Security (4.82%)....	\$ 12	\$ 391		
B. Retirement (17.19%).....	42	1393		
C. Health Insurance (5.84%)..	14	473		
D. Workers Compensation (.74%)..	2	60		
E. Unemployment Ins. (1.05%)..	3	85		
F. Disability Ins. (.35%)..	1	28		
G. TOTAL FRINGE BENEFIT COSTS 29.05%	\$ 74	\$ 2430	\$ _____	\$ _____
5. NONPERSONAL SERVICES COSTS (Multiply Line 3 Column by I & II Applicable percentages from the Contract)				
A. Supplies (1.1%).....	\$ 3	\$ 94	\$ _____	
B. Communications (3.07%).....	7	249		
C. Equipment Rent (0 %).....		-		
D. Equipment Expense (.55 %)....	1	45		
E. Premise Expense (2.17%).....	5	176		
F. TOTAL ALLOCATED NPS COSTS 6.95%	\$ 16	\$ 564	\$ _____	\$ _____

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* Cost categories used on sponsor budgets

	ADMINISTRATIVE*	SERVICES*	CURRENT MONTH TOTALS	TOTAL TO DATE
6. SPECIAL BUDGETED NON-PERSONNEL SERVICES COSTS: (From CETA 8 and CETA 9)				
A. Postage.....	\$ _____		\$ _____	\$ _____
B. Staff Travel: <u>360 mi. x .17 x 4.25</u>	\$ _____	\$ 260	\$ _____	\$ _____
C. EDO Payment System Costs Explain _____	\$ _____		\$ _____	\$ _____
D. Participant Supportive Services		\$ _____	\$ _____	\$ _____
E. Other - Allocate to Appropriate Category	\$ _____	\$ _____	\$ _____	\$ _____
F. Other Funds EDO will Distribute				
Employer Reimbursement for OJT.....		\$ _____		
Wages and Fringe Benefits for Work Experience				
Classroom Training Allowances, Incentive, etc.....				
Subtotal.....			\$ _____	\$ _____
6. TOTAL SPECIAL BUDGET ITEMS..... (Total 6A to 6F)	\$ _____	\$ _____	\$ _____	\$ _____
7. TOTAL EDO STAFF AND RELATED COSTS (Total of Lines 3A, 4E, 5F, and 6G).....	\$ 333	\$ 11355	\$ _____	\$ _____
	_____ %	_____ %	100%	

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REMARKS:

Project Manager

Date

Office

Phone

DIRECT PERSONNEL SERVICE COSTS

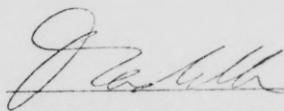
[illegible]

SPECIAL CONDITIONS

SUBGRANTEE agrees to comply with the following Special Conditions:

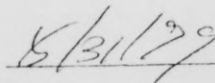
1. Enactments. Congress has enacted the Comprehensive Employment and Training Act Amendments of 1978. This enactment has led the U.S. Department of Labor to propose numerous changes in CETA regulations. SUBGRANTEE agrees to conduct the program approved by the Subgrant in accordance with the CETA Amendments of 1978 and also in accordance with implementing regulations as they are promulgated by the U.S. Department of Labor.

Micro Fiched



SUBGRANTEE Authorized Signature and Title

DAVID MADELLE
Administrator
Northern Region



Date

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
MODIFICATION FORM

REQUEST FOR PROGRAM MODIFICATION

AGREEMENT NO.

DATE

79-219

May 4, 1979

Title: Title II-B

Modification Number
003

Contract Number

Program: Yolo County Superintendent of Schools/Project M.O.V.E.

78-321

Changes herein will have the following effect on federal government funds in this contract

☒ Unchanged

☐ Increased by \$ _____

☐ Decreased by \$ _____

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

Micro Fiched

The purpose of this modification is to allow Project M.O.V.E. to make changes and adjustments to its Title II B budget and operational plan. The following documents have been submitted as part of this modification:

- a.) Attachment explaining changes
- b.) New budget
- c.) New program planning summary

FILED

MAY 29 1979

PETER McNAMEE, Clerk,

Bv

Fidèle M. M. M. M.
DEPUTY

MODIFICATION

This modification will adjust the following components:

- a.) Work Experience
- b.) On-the-Job Training, and
- c.) Classroom Training

Please refer to attachments for specific and detail information on adjustments made to each component.

\$ 901,090

new grand total and fixed price

Signature of program operator 5-4-79
Signature of program operator Date

Recommendation and/or comments by staff:

☒ Approve

☐ Disapprove

The proposed modification does not decrease the number of participants to be served in work experience, on-the-job training, or work learn. By re-appropriating savings incurred throughout the budget, the classroom training component has been expanded by eleven (11) additional participants.

There is no increase in total funds, including those allocated for administration.

Recommendation of the MAPC

☒ Approve

☐ Disapprove

ACTION OF THE YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION:

☐ Request for modification denied

☐ Request for modification approved pursuant to the authority of the Governing Board, except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

Bob A. M. M. M.
Signature of Authorized Officer

MAY 29 1979
Date

APR 1 - 1979

Effective date of modification

ATTACHMENT

WORK EXPERIENCE

Micro Fiched

In the budget category of allowances to participants, we accumulated savings amounting \$4,500 which will be re-programmed into our Classroom Component, in the allowances budget category. There was also a small decrease of the budgeted amount for the service category. This decrease was due to saving within the amount of money budgeted for staff travel. These savings will also be allocated for participants' allowances under our Classroom Training.

These programmatic adjustment will not change the number of youth presently served.

ON-THE-JOB TRAINING

There was a budget reduction in the training budget category. This reduction amounted \$9,297, and these monies will be used to cover 50% of the salaries for two of our three Job Developers. (Please refer to letter of notification.)

In summary, these adjustments will not reduce the number of participants served, nor will change the previous allocation of monies to this particular component.

CLASSROOM TRAINING

Micro Fiched

The changes made to this particular component will allow us to serve more participants, since more tuition funds have been made available thru the State Vocational Educational Department to Project M.O.V.E.

The savings accumulated and identified in our total budget will be used to provide payment of allowances to eleven (11) additional Classroom Training participants.

In summary, all the changes and adjustments requested in this modification, will not only allow Project M.O.V.E. to adjust it's budget to a more accurate monthly projected expenditures, but also will allow us to serve more participants within those affected components.

Please note that there has been no changes in the total amount of the original contract, nor changes have occurred within the percentage allowed to Project M.O.V.E. for it's administration.

CETA TITLE I OPERATING BUDGET

☐ ORIGINAL ☒ REVISION NO. 3

DATE May 3, 1979

Subgrantee Name and Address:
Yolo County Superintendent of Schools
425 Main Street
Woodland, CA 95695

Contact Person Jesus M. Moreno
 Phone 666-0925 Contract No. 78-320
 Period: From 10/1/78 To 9/30/79
 Program Name Project M.O.V.E.

Micro Fiched

MONTH	ACTIVITY							TOTAL
	CT	OUT	PSE	WE	SERVICE	OTHER	SUMMER	
OCT.	14,032	3,869		15,511	23,314	-0-		56,726
NOV.	15,082	6,198		15,190	22,956	-0-		59,426
DEC.	23,083	8,372		14,685	22,374	-0-		68,514
JAN.	24,450	9,361		14,312	31,939	5,054		75,116
FEB.	35,113	9,275		24,343	28,502	5,030		102,263
MAR.	31,116	9,267		24,296	20,855	5,018		90,552
APR.	(51,799)	(15,541)		24,278	31,769	8,544		(2,749)
MAY	45,261	9,400		16,692	19,150	7,089		97,592
JUNE	44,297	11,711		-0-	19,375	5,099		80,482
JULY	48,611	11,330		-0-	19,113	3,902		82,956
AUG.	48,376	10,185		-0-	18,919	1,903		79,383
SEPT.	54,410	9,316		20,125	19,510	7,468		110,829
TOTAL	332,032	82,743	-0-	169,432	267,776	49,107	-0-	901,090

MONTH	COST CATEGORY							TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES		
OCT.	10,008	8,474	8,977	429	4,432	24,406		56,726
NOV.	9,708	9,474	8,977	429	6,432	24,406		59,426
DEC.	9,708	16,562	8,977	429	8,432	24,406		68,514
JAN.	9,384	18,062	12,070	544	9,432	25,624		75,116
FEB.	12,077	18,515	20,720	867	18,526	31,558		102,263
MAR.	10,577	18,515	20,720	867	15,026	24,847		90,552
APR.	16,434	(47,108)	23,508	1,243	(35,933)	39,107		(2,749)
MAY	9,044	28,715	18,600	1,394	15,920	23,919		97,592
JUNE	7,569	27,748	2,860	764	18,000	23,541		80,482
JULY	8,705	31,089	1,740	720	17,520	23,182		82,956
AUG.	7,953	31,089	-0-	650	16,610	23,081		79,383
SEPT.	13,759	35,063	19,600	1,394	15,721	25,292		110,829
TOTAL	124,926	196,198	146,749	9,730	110,118	313,369		901,090

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

For CETA Approval Only:

JESUS M. MORENO PROJECT DIRECTOR
 Name and Title of Authorized Official

Jack A. Boyer 5-10-79
 Accountant Date

Spencer J. [Signature] 5-3-79
 Signature Date

[Signature] 5-8-79
 Principal Administrative Analyst Date

YC 108 (10-78)

425 Main Street

Woodland, California 95995 Micro Fiched

OPERATING BUDGET

CONTRACT NO. _____

OTHER ACTIVITIES	TOTAL	OCT	NOV	DEC	JAN
PARTICIPANT WAGES	27,269	0	0	0	3,093
FRINGE BENEFITS	1,091	0	0	0	115
F.I.C.A.					
Workers' Comp. Ins.	1,091	0	0	0	115
P.S.E.					
Other					
ALLOWANCES					
Basic					
Dependents					
Incentive					
Other Additional					
FRINGE BENEFITS					
Workers' Comp. Ins.					
TRAINING					
Staff Salaries					
Staff Fringe Benefits					
Staff Travel					
Special Program Tech. Assist.					
Subcontractor Training Cost					
Classroom Space Cost					
Supplies					
Telephone					
Books & Educational Aids					
Tuition & Ent. Fees					
Rental - Equipment					
Office Equipment					
Training Equipment					
Uncl. Training Cost					
SERVICES	14,501	0	0	0	1,218
Staff Salaries	11,154	0	0	0	1,097
Staff Fringe Benefits	2,007				88
Staff Travel	464				
Special Program Tech. Assist.					
Space Cost	472				33
Supplies	80				
Telephone	324				
Transportation					
Child Care					
Medical Assist.					
Rent Assist.					
Bonding Assist.					
Rental Equipment					
Office Equipment					
Uncl. Services Cost					
TOTAL NON-ADMINISTRATIVE COST	42,861	0	0	0	4,426
ADMINISTRATIVE COST	6,246	0	0	0	628
TOTAL - OTHER ACTIVITIES	49,107	0	0	0	5,054

OPERATING BUDGET

CONTRACT NO. _____

Yolo County Superintendent of Schools

425 Main Street

Woodland, California 95695

Micro Fiched

ADMINISTRATIVE SUBGRANTEE	TOTAL	OCT	NOV	DEC	JAN
INDIRECT COST	44,752	3,350	3,350	3,350	3,350
SALARIES & WAGES	41,985	3,500	3,500	3,500	2,475
FRINGE BENEFITS	12,684	930	930	930	872
FICA	2,159	190	190	190	135
Workers' Compensation	692	54	54	54	38
Retirement	4,594	380	380	380	269
Health & Life Insurance	4,819	271	271	271	405
Unemployment Compensation Ins.	420	35	35	35	25
TRAVEL	2,340	252	252	252	179
Mileage Reimbursement	1,340	167	167	167	167
Out-of-Town Travel	1,000	85	85	85	61
CONSULTANT & PROFESSIONAL SERVICES	3,032	192	192	192	136
Bookkeeping	736	0	0	0	0
Legal	0	0	0	0	0
Program Tech. Assist.	2,296	192	192	192	136
SPACE COST	4,558	726	426	426	302
Rental of Land & Buildings	2,167	330	330	330	234
Utilities	591	96	96	96	68
Janitorial Services	0	0	0	0	0
Repairs to Buildings	1,800	300	0	0	0
CONSUMABLE SUPPLIES	3,783	213	213	213	151
Office Supplies	3,268	155	155	155	110
Cleaning & Janitorial Supplies	515	58	58	58	41
COMMUNICATION COST	1,586	297	297	297	211
Telephone & Telegraph	1,261	212	212	212	150
Postage	325	85	85	85	61
OTHER COST	10,206	548	548	548	1,708
Photocopy & Xerox	2,719	290	290	290	205
Rental - Office Equipment	0	0	0	0	0
Maintenance & Repair - Equipment	920	0	0	0	920
Fid. & Gen. Insurance	400	0	0	0	400
Uncl. Expenses	6,167	258	258	258	183
EQUIPMENT	0	0	0	0	0
Office Equipment	0	0	0	0	0
Office Furniture & Fix.	0	0	0	0	0
TOTAL	124,926	10,008	9,708	9,708	9,384

COLLEGE BUDGET

CONTRACT NO.

Micro Fished

FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT
3,919	3,919	3,919	3,919	3,919	3,919	3,919	3,919
3,384	3,384	12,005	1,662	1,748	2,253	2,287	2,287
1,175	1,175	3,769	472	495	638	649	649
152	152	676	77	81	104	106	106
52	52	205	30	31	40	41	41
352	352	1,390	177	186	240	244	244
585	585	1,380	171	179	231	235	235
34	34	118	17	18	23	23	23
179	179	261	306	70	270	70	70
118	118	135	70	70	70	70	70
61	61	126	236	0	200	0	0
261	261	798	100	100	600	100	100
0	0	236	100	100	100	100	100
0	0	0	0	0	0	0	0
261	261	562	0	0	500	0	0
2,140	640	(2,743)	1,785	175	225	228	228
572	572	1,020	133	140	180	183	183
68	68	106	35	35	45	45	45
0	0	0	0	0	0	0	0
1,500	0	1,617	1,617	0	0	0	0
358	358	1,827	90	90	90	90	90
260	260	1,923	50	50	50	50	50
98	98	96	40	40	40	40	40
211	211	(988)	210	210	210	210	210
150	150	725	180	180	180	180	180
61	61	263	30	30	30	30	30
450	450	(2,414)	500	762	500	400	6,206
205	205	766	400	400	400	400	400
0	0	0	0	0	0	0	0
0	0	262	0	262	0	0	0
0	0	400	0	0	0	0	400
245	245	986	100	100	100	0	5,406
0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0
12,077	10,577	16,434	9,044	7,569	8,705	7,953	13,759

Yolo County Superintendent of Schools

425 Main Street

Woodland, California 95695

Micro Fiched

		NOV	DEC	JAN
195,038	8,377	9,377	16,465	17,965
185,703	5,808	6,800	13,488	13,488
0	0	0	0	0
4,038	2,300	2,300	2,700	4,200
5,297	277	277	277	277
3,900	0	0	0	0
3,900	0	0	0	0
61,262	2,432	2,432	2,432	2,432
26,351	1,566	1,566	1,566	1,566
7,235	470	470	470	470
414	59	59	59	59
0	0	0	0	0
21,972	0	0	0	0
3,270	75	75	75	75
224	33	33	33	33
1,796	229	229	229	229
0	0	0	0	0
0	0	0	0	0
25,609	1,594	1,594	1,594	1,594
16,836	960	960	960	960
5,491	288	288	288	288
981	82	82	82	82
0	0	0	0	0
1,375	66	66	66	66
210	77	77	77	77
716	121	121	121	121
285,809	12,403	13,403	20,491	21,991
46,223	1,629	1,679	2,592	2,459
332,032	14,032	15,082	23,083	24,450

Micro Fished

FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT
18,418	18,418	(47,205)	28,618	27,651	30,992	30,992	34,970
13,488	13,488	(28,572)	27,518	26,551	29,892	29,892	33,870
0	0	0	0	0	0	0	0
4,653	4,653	(19,268)	500	500	500	500	500
277	277	635	600	600	600	600	600
0	0	650	650	650	650	650	650
0	0	650	650	650	650	650	650
11,526	8,026	(14,189)	9,200	9,200	9,200	9,250	9,321
5,148	5,148	(5,573)	3,046	3,046	3,046	3,086	3,140
1,544	1,544	(1,863)	819	819	819	929	844
59	59	190	50	50	50	50	50
0	0	0	0	0	0	0	0
0	0	0	4,394	4,394	4,394	4,394	4,396
387	387	(784)	596	596	596	596	596
646	646	(1,300)	20	20	20	20	20
242	242	979	275	275	275	275	275
2,500	0	(2,500)					
1,000	0	(1,000)					
1,594	1,594	2,786	2,633	2,633	2,633	2,633	2,727
960	960	2,523	1,696	1,696	1,696	1,696	1,769
288	288	937	561	561	561	561	582
82	82	(111)	120	120	120	120	120
0	0	0	0	0	0	0	0
66	66	299	136	136	136	136	136
77	77	(352)	20	20	20	20	20
121	121	(510)	100	100	100	100	100
31,538	28,038	(57,958)	41,101	40,134	43,475	43,525	47,668
3,575	3,078	6,159	4,160	4,163	5,136	4,851	6,742
35,113	31,116	(51,799)	45,261	44,297	48,611	48,376	54,410

Yolo County Superintendent of Schools

425 Main Street

Woodland, CA 95695

Micro Fiched

OPERATING BUDGET

CONTRACT NO.

ON-THE-JOB TRAINING	TOTAL	OCT	NOV	DEC	JAN
PARTICIPANT WAGES					
FRINGE BENEFITS					
F.I.C.A.					
Workers' Comp. Ins.					
P.S.E. (Uniforms, Supplies, etc.)					
Other					
TRAINING	48,856	2,000	4,000	6,000	7,000
Staff Salaries					
Staff Fringe Benefits					
Staff Travel					
Special Program Tech. Assist.					
Subcontractor Training Cost	48,856	2,000	4,000	6,000	7,000
Classroom Space Cost					
Supplies					
Telephone					
Books & Educational Aids					
Tuition & Ent. Fees					
Rental - Equipment					
Office Equipment					
Training Equipment					
Uncl. Training Cost					
SERVICES	22,644	1,188	1,188	1,188	1,188
Staff Salaries	15,001	695	695	695	695
Staff Fringe Benefits	5,028	209	209	209	209
Staff Travel	936	139	139	139	139
Special Program Tech. Assist.	-0-	-0-	-0-	-0-	-0-
Space Cost	947	40	40	40	40
Supplies	200	77	77	77	77
Telephone	552	28	28	28	28
Transportation					
Child Care					
Medical Assist.					
Rent Assist.					
Bonding Assist.					
Rental Equipment					
Office Equipment					
Uncl. Services Cost					
TOTAL NON-ADMINISTRATIVE COST	71,500	3,188	5,188	7,188	8,188
ADMINISTRATIVE COST	11,243	681	1,010	1,184	1,173
TOTAL - ON-THE-JOB TRAINING	82,743	3,869	6,198	8,372	9,361

OPERATING BUDGET

CONTRACT NO. _____

Yolo County Superintendent of Schools
425 Main Street

Woodland, CA 95695

Micro Fiched

FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT
7,000	7,000	(21,744)	6,720	8,800	8,320	7,360	6,400
7,000	7,000	(21,744)	6,720	8,800	8,320	7,360	6,400
1,188	1,188	6,567	1,776	1,776	1,791	1,791	1,815
695	695	5,200	1,116	1,116	1,127	1,127	1,145
209	209	1,911	369	369	373	373	379
139	139	(498)	120	120	120	120	120
-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-
40	40	212	95	95	95	95	95
77	77	(362)	20	20	20	20	20
28	28	104	56	56	56	56	56
8,188	8,188	(15,177)	8,496	10,576	10,111	9,151	8,215
1,087	1,079	(364)	904	1,135	1,219	1,034	1,101
9,275	9,267	(15,541)	9,400	11,711	11,330	10,185	9,316

OPERATING BUDGET

CONTRACT NO. _____

Micro Fished

WORK EXPERIENCE	TOTAL	OCT	NOV	DEC	JAN
PARTICIPANT WAGES	119,480	8,977	8,977	8,977	8,977
FRINGE BENEFITS	4,739	429	429	429	429
F.I.C.A.					
Workers' Comp. Ins.	4,739	429	429	429	429
P.S.E. (Uniforms, Supplies, etc.)					
Other					
TRAINING					
Staff Salaries					
Staff Fringe Benefits					
Staff Travel					
Special Program Tech. Assist.					
Subcontractor Training Cost					
Classroom Space Cost					
Supplies					
Telephone					
Books & Educational Aids					
Tuition & Ent. Fees					
Rental - Equipment					
Office Equipment					
Training Equipment					
Uncl. Training Cost					
SERVICES	21,477	2,522	2,522	2,522	2,522
Staff Salaries	14,960	1,661	1,661	1,661	1,661
Staff Fringe Benefits	4,386	498	498	498	498
Staff Travel	800	216	216	216	216
Special Program Tech. Assist.	0	0	0	0	0
Space Cost	907	103	103	103	103
Supplies	155	44	44	44	44
Telephone	260				
Transportation					
Child Care					
Medical Assist.					
Rent Assist.					
Bonding Assist.					
Rental Equipment					
Office Equipment					
Uncl. Services Cost					
WORKSITE SUPERVISION (YCCIP ONLY)					
Staff Salaries					
Staff Fringe					
Staff Travel					
Special Program Tech. Assist.					
Space Cost					
Supplies					
Telephone					
Rental Equipment					
Office Equipment					
Uncl. Supervision Cost					
TOTAL NON-ADMINISTRATIVE COST	145,696	11,928	11,928	11,928	11,928
ADMINISTRATIVE COST	23,736	3,583	3,262	2,757	2,384
TOTAL - WORK EXPERIENCE	169,432	15,511	15,190	14,685	14,312

CONTRACT NO.

[illegible]

BUDGET
 CONTRACT NO.

Yolo County Superintendent of Schools
 425 Main Street
 Woodland, CA 95695

Micro Fiched

SERVICES TO CLIENTS	TOTAL	OCT	NOV	DEC	JAN
ALLOWANCES	1,160	97	97	97	97
Basic					
Dependents					
Incentive *	1,160	97	97	97	97
Other Additional					
SERVICES	229,138	19,102	19,102	19,102	19,102
Staff Salaries	150,000	12,804	12,804	12,804	12,804
Staff Fringe Benefits	44,357	3,841	3,841	3,841	3,841
Staff Travel	3,522	528	528	528	528
Spec. Prog. Tech. Assist.	-0-	-0-	-0-	-0-	-0-
Space Cost	10,380	973	973	973	973
Supplies	3,788	178	178	178	178
Telephone	5,612	489	489	489	489
Transportation					
Child Care					
Medical Assistance					
Rent Assistance					
Bonding Assistance					
Rental - Equipment					
Office - Equipment					
Uncl. Services Cost	11,479	289	289	289	289
TOTAL NON-ADMINISTRATIVE COST	230,298	19,199	19,199	19,199	19,199
ADMINISTRATIVE COST	37,478	4,115	3,757	3,175	2,740
TOTAL - SERVICES TO CLIENTS	267,776	23,314	22,956	22,374	21,939

OPERATING BUDGET

CONTRACT NO. _____

Yolo County Superintendent of Schools

425 Main Street

Woodland, CA 95695

Micro Filled

FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT
97	97	97	97	97	97	97	93
97	97	97	97	97	97	97	93
25,036	18,325	23,797	17,244	17,461	17,014	16,913	16,940
12,049	12,049	18,403	11,142	11,231	11,271	11,271	11,368
3,819	3,819	4,361	3,363	3,391	3,404	3,403	3,433
528	528	(1,396)	350	350	350	350	350
-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-
973	973	42	900	900	900	900	900
178	178	1,120	200	800	300	200	100
489	489	178	500	500	500	500	500
7,000	289	1,089	789	289	289	289	289
25,133	18,422	23,894	17,341	17,558	17,111	17,010	17,033
3,369	2,433	7,875	1,809	1,817	2,002	1,909	2,477
28,502	20,855	31,769	19,150	19,375	19,113	18,919	19,510

Micro Fished

FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT
3,093	3,093	4,190	4,600	2,860	1,740	0	4,600
115	115	194	184	114	70	0	184
115	115	194	184	114	70	0	184
1,218	1,218	2,295	1,671	1,671	1,744	1,744	1,722
1,097	1,097	1,585	1,219	1,219	1,280	1,280	1,280
88	88	524	237	237	249	249	247
		164	60	60	60	60	60
		72	80	80	80	80	80
33	33	(99)	20	20	20	20	
		49	55	55	55	55	55
4,426	4,426	6,679	6,455	4,645	3,554	1,744	6,506
604	592	1,865	634	454	348	159	962
5,030	5,018	8,544	7,089	5,099	3,902	1,903	7,468

PROGRAM PLANNING SUMMARY

FORM 11 - 01

Micro Filmed

Contact Person:

Grant Year:

Name: Jesus M. MorenoFrom: 10-01-78Phone: 666-0925To: 09-30-79I. ENROLLMENT AND TERMINATION SUMMARY
GRANT YEAR-TO-DATE PLAN

	A. TOTAL ENROLL- MENTS	1. Enroll- ments this year	2. Parti- cipants Carried Over	B. TOTAL TERMINA- TIONS	1. Entering Employment	a. Direct Place- ment	b. Indirect Place- ments	c. Obtained Employ- ment	2. Other Positive	3. Non- Positive	C. Planned Enrollment (end of quarter)
8 thru 12-78	281	319	63	160	113	112	1	0	28	19	121
9 thru 03-79	666	714	63	448	295	278	17	0	84	69	218
9 thru 06-79	960	897	63	782	532	487	45	0	144	106	176
9 thru 09-79	1111	1048	63	1093	783	671	112	0	174	136	18

II. PLANNED ENROLLMENTS IN PROGRAM ACTIVITIES

										A CLASSROOM TRAINING				B On-the-Job Training	C Work Experience	D Other Activities (Specify Name & Primary Activity)		E Service Only	
										JSW	Concurrent	IT - Prime Voc. Ed.	IT - Prime Only			IT - Voc. Ed. Only	Work Learn(WEX)		
											IT - Prime Voc. Ed.								
Total Enrollments	1	2	7	8						38	7			21	80	0		135	
Currently Enrolled	1	2	7	8						0	6			20	60	0		35	
Total Enrollments	0	3	7	9						108	47			40	135	11		325	
Currently Enrolled	0	3	7	9						0	36			30	55	10		76	
Total Enrollments	0	6	7	9						183	74			40	135	15		510	
Currently Enrolled	0	6	7	9						0	41			27	15	6		86	
Total Enrollments	0	9	7	9						240	82			40	135	15		599	
Currently Enrolled	0	9	7	9						0	10			8	0	0		0	

III.

EFFICIENT SEGMENTS		GRANT YEAR-TO-DATE				SIGNIFICANT SEGMENTS		GRANT YEAR-TO-DATE			
		12/31 (a)	3/31 (b)	6/30 (c)	9/30 (d)			12/31 (a)	3/31 (b)	6/30 (c)	9/30 (d)
Male	50%	141	333	480	556	Black	5%	14	33	48	56
High School	55%	155	366	528	611	Hispanic	33%	93	220	48	367
Unemployed	35%	98	233	336	389	Amer/Indian	3%	8	20	29	33
Veterans	15%	42	100	144	167	Asian/Pacific Islander	4%	11	27	38	44
Welfare Recipients	35%	98	233	336	389	Handicapped	4%	11	27	38	44

ENROLLMENT AND TERMINATION PLAN

Monthly Schedule

Title II-B

ALL-ACTIVITIES

Program PROJECT M.O.V.E.

Cal Year 10-01-78-09-30-79

☐ Original

☒ Revision #

Micro Filled

ENROLLMENTS AND TERMINATIONS	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT
Total Cumulative Enrollments	122	203	281	382	541	666	777	862	960	1052	1096	1111
Total Enrollments by Month	122	81	78	101	159	125	106	90	95	95	44	15
1. New Enrollments.....												
2. Intertitle Transfers.....												
3. Carried Over Last Year.....	63	/	/	/	/	/	/	/	/	/	/	/
4. Intratitle (Another Activity).....												
Total Terminations by Month	37	67	56	70	117	101	76	103	155	126	98	87
1. Entering Employment.....	35	35	43	54	56	72	57	78	102	110	85	56
a. Direct Prime.....	35	35	42	53	54	59	54	64	91	90	58	36
b. Direct ES.....	0	0	0	0	0	0	0	0	0	0	0	0
c. Indirect.....	0	0	1	1	2	13	3	14	11	20	27	20
d. Obtained Employment.....												
2. Other Positive.....	1	21	6	3	44	9	8	14	38	9	7	14
a. School.....												
b. Other Manpower.....												
c. Intertitle.....												
3. Non Positive.....	1	11	7	13	17	20	11	11	15	7	6	17
4. Intratitle.....												
CURRENT ENROLLMENT	85	99	121	152	194	218	253	235	178	144	90	18

Significant Segments Enrolled - Cumulative

A. Female.....50%	61	102	141	191	271	333	389	431	480	526	548	556
B. Youth.....55%	67	112	155	210	298	366	427	474	528	579	603	611
C. Farmworker.....35%	42	71	98	134	189	233	272	302	336	368	384	389
D. Veterans.....15%	18	30	42	57	81	100	117	129	144	158	164	167
E. Welfare Recipients.....35%	42	71	98	134	189	233	272	302	336	368	384	389
F. Black.....5%	6	10	14	19	27	33	39	43	48	53	55	56
G. Hispanic.....33%	40	67	93	126	179	220	256	284	317	347	362	367
H. Amer-Indian.....3%	4	8	8	11	16	20	23	26	29	32	33	33
I. Asian/Pacific Islander.....4%	5	10	11	15	22	27	31	34	38	42	44	44
J. Handicapped.....4%	5	10	11	15	22	27	31	34	38	42	44	44

JOB SEARCH WORKSHOP

poram M.O.V.E. PROJECT

Cal Year 10-01-78 TO 09-30-79

☐ Original

☒ Revision #

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Significant Segments Enrolled - Cumulative

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ENROLLMENT AND TERMINATION PLAN

Monthly Schedule

Title 11B

ON THE JOE TRAINING

Program M.O.V.E. PROJECT

Fiscal Year 10-01-78 to 09-30 79

☐ Original

☒ Revision #

Micro Fished

ENROLLMENTS AND TERMINATIONS	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEP
A. Total Cumulative Enrollments	7	14	21	28	35	40	40	40	40	40	40	40
B. Total Enrollments by Month	7	7	7	7	7	5	0	0	0	0	0	0
1. New Enrollments												
2. Intertitle Transfers												
3. Carried Over Last Year												
4. Intractable (Another Activity)												
C. Total Terminations by Month	0	0	1	0	2	7	0	1	2	11	4	4
1. Entering Employment						6	0	1	1	8	4	4
a. Direct Prime												
b. Direct ES												
c. Indirect						6	0	1	1	8	4	4
d. Obtained Employment												
2. Other Positive					1	1	1	1		2		
a. School												
b. Other Manpower												
c. Intertitle												
3. Non Positive			1	0	1	0	0	1		1	0	0
4. Intractable												
D. CURRENT ENROLLMENT	7	14	20	27	32	30	30	29	27	16	12	8

Significant Segments Enrolled - Cumulative

A.
B.
C.
D.
E.
F.
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H.
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Monthly Schedule

PROJECT MOVE
01-01-78 to 09-30-79

☐ Original
☒ Revision #

ENROLLMENTS AND TERMINATIONS	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT
Total Cumulative Enrollments	40	85	135	195	260	325	390	445	510	575	599	599
Total Enrollments by Month	40	45	50	60	65	65	65	55	65	65	24	0
New Enrollments												
Intertitle Transfers												
Carried Over Last Year												
Intratitle (Another Activity)												
Total Terminations by Month	25	35	40	49	45	55	45	50	80	80	50	45
Entering Employment	25	25	30	39	35	40	35	45	70	70	40	25
a. Direct Prime	25	25	30	39	35	40	35	45	70	70	40	25
b. Direct ES												
c. Indirect												
d. Obtained Employment												
Other Positive	0	5	5	0	5	5	5	0	5	5	5	10
a. School												
b. Other Manpower												
c. Intertitle												
Non Positive	0	5	5	10	5	10	5	5	5	5	5	10
Intratitle												
TOTAL ENROLLMENT	15	25	35	46	66	76	96	101	86	71	45	0

nt Segments Enrolled - Cumulative

Title II-B

☒ Revision #

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ENROLLMENT AND TERMINATION PLAN

Monthly Schedule

Title 11B

WORK EXPERIENCE

Program M.O.V.E. PROJECT

Fiscal Year 10-01-78 to 09-30-79

☐ Original

☒ Revision #

ENROLLMENTS AND TERMINATIONS

	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SE
A. Total Cumulative Enrollments	60	75	80	85	125	135	135	135	135	135	135	135
B. Total Enrollments by Month		15	5	5	40	10	0	0	0	0	0	0
1. New Enrollments												
2. Intertitle Transfers												
3. Carried Over Last Year	60	Micro Filled										
4. Intractable (Another Activity)												
C. Total Terminations by Month	0	20	0	0	40	9	0	16	35	0	6	9
1. Entering Employment						4	0	6	0	0	6	
a. Direct Prime												
b. Direct ES					4							
c. Indirect					4	4	6				6	4
d. Obtained Employment												
2. Other Positive	0	15	0	0	35	0	0	10	30	0	0	
a. School												
b. Other Manpower												
c. Intertitle												
3. Non Positive	0	5	0	0	5	5	0	0	5	0	0	5
4. Intractable												
D. CURRENT ENROLLMENT	60	55	60	65	65	66	66	50	15	15	9	0

Significant Segments Enrolled - Cumulative

A.	
B.	
C.	
D.	
E.	
F.	
G.	
H.	
I.	

Title 11B

M.O.V.E. PROJECT

Fiscal Year 10-01-78 to 09-30-79

☐ Original

☒ Revision # 11

[illegible]

FOR PROGRAM MODIFICATION

DATE
May 10, 1979AGREEMENT NO.
79-220

Program: III HIRE II
Yolo County Superintendent of
Schools

Modification Number

Contract Number

001

78-323

Changes herein will have the following effect on federal government funds in this contract

☐ Unchanged ☐ Increased by \$ ☒ Decreased by \$ 12,000

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

MIGRO Filled

CETA Regional Bulletin #24-79 has extended the time limits on the HIRE II Program and funds can now be spent until December 31, 1979. With this extension, however, M.O.V.E. Project does not think it can obligate all funds into OJT contracts. For this reason, \$12,000 is being debilitated from the M.O.V.E. contract in order to move it to the E.D.D. Woodland contract.

FILED

JUN 6 1979

PETER McNAMEE, Clerk

By Leticia Maybana
DEPUTY

MODIFICATION

1. The term of the contract now runs from October 1, 1978 to December 31, 1979.
2. The attached operating budget and monthly enrollment and termination schedule supersede those currently in the contract.

\$58,930

New grand total and fixed price

Signature of program operator Date

Recommendation and/or comments by staff:

☒ Approve ☐ Disapprove

Recommendation of the MAPC

☒ Approve ☐ Disapprove

ACTION OF THE YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION:

- ☐ Request for modification denied
- ☐ Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

Betsy A. Marchand MAY 29 1979
Signature of Authorized Officer Date

MAY 1 - 1979

Effective date of modification

Title III HIRE II

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Title III HIRE II

☒ Revision = 001

[illegible]

Significant Segments Enrolled - Cumulative

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TA TITLE II OPERATING BUDGET

☐ ORIGINAL ☒ REVISION NO. 1

DATE May 9, 1979 Page 1

Subgrantee Name and Address:

Contact Person Jesus M. Moreno

Yolo County Schools

Phone 666-0925 Contract No.

425 Main Street

Period: From 10-1-78 To 12-31-79

Woodland, CA 95695

Program Name HIRE II

Micro Fiched

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	VE	SERVICE	OTHER	SUMMER	
OCT.		2,306						2,306
NOV.		3,901						3,901
DEC.		5,501						5,501
JAN.		6,320						6,320
FEB.		7,919						7,919
MAR.		9,518						9,518
APR.		9,518						9,518
MAY		(34,566)						(34,566)
JUNE		6,783						6,783
JULY		6,955						6,955
AUG.		6,955						6,955
SEPT.		6,955						6,955
TOTAL		cont.						cont.

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
OCT.	281				1,600	425	2,306
NOV.	281				3,200	420	3,901
DEC.	281				4,800	420	5,501
JAN.	282				5,618	420	6,320
FEB.	281				7,218	420	7,919
MAR.	281				8,817	420	9,518
APR.	281				8,817	420	9,518
MAY	(1,598)				(33,893)	925	(34,566)
JUNE	418				5,828	537	6,783
JULY	418				6,000	537	6,955
AUG.	418				6,000	537	6,955
SEPT.	418				6,000	537	6,955
TOTAL	cont.				cont.	cont.	cont.

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

For CEFA Approval Only:

Name and Title of Authorized Official: JESUS M. MORENO Project Director
 Date: 5-9-79
 Signature: [Signature] Date: 5-9-79
 Principal Administrative Analyst: [Signature] Date: 5-9-79

CETA TITLE III OPERATING BUDGET

☐ ORIGINAL ☒ REVISION NO. 1

DATE May 9, 1979 Page 2

Subgrantee Name and Address:

Contact Person Jesus M. Moreno

Yolo County Schools

Phone 666-0925 Contract No.

425 Main Street

Period: From 10-1-78 To 12-31-79

Woodland, CA 95695

Program Name HIRE II

Micro Fiched

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
OCT.		6,955						6,955
NOV.		6,955						6,955
DEC.		6,955						6,955
JAN.								
FEB.								
MAR.								
APR.								
MAY								
JUNE								
JULY								
AUG.								
SEPT.								
TOTAL		58,930						58,930

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
OCT.	418				6,000	537	6,955
NOV.	418				6,000	537	6,955
DEC.	418				6,000	537	6,955
JAN.							
FEB.							
MAR.							
APR.							
MAY							
JUNE							
JULY							
AUG.							
SEPT.							
TOTAL	3,296				48,005	7,629	58,930

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

For CETA Approval Only:

Name and Title of Authorized Official

Accountant

Date

Signature

Date

Principal Administrative Analyst

Date

OPERATING BUDGET

CONTRACT NO. _____

SUBGRANTEE'S NAME AND ADDRESS

Yolo County Schools

425 Main Street

Woodland, CA 95695

ADMINISTRATIVE SUBGRANTEE	TOTAL	OCT	NOV	DEC	JAN
INDIRECT COST	3,296	281	281	281	282
SALARIES & WAGES					
FRINGE BENEFITS					
FICA					
Workers' Compensation					
Retirement					
Health & Life Insurance					
Unemployment Compensation Ins.					Micro Fiched
TRAVEL					
Mileage Reimbursement					
Out-of-Town Travel					
CONSULTANT & PROFESSIONAL SERVICES					
Bookkeeping					
Legal					
Program Tech. Assist.					
SPACE COST					
Rental of Land & Buildings					
Utilities					
Janitorial Services					
Repairs to Buildings					
CONSUMABLE SUPPLIES					
Office Supplies					
Cleaning & Janitorial Supplies					
COMMUNICATION COST					
Telephone & Telegraph					
Postage					
OTHER COST					
Photocopy & Xerox					
Rental - Office Equipment					
Maintenance & Repair - Equipment					
Fid. & Gen. Insurance					
Uncl. Expenses					
EQUIPMENT					
Office Equipment					
Office Furniture & Fix.					
TOTAL	3,296	281	281	281	282

SUBGRANTEE'S NAME AND ADDRESS

CONTRACT NO.

[illegible]

CONTRACT NO.

418

418

418

418

418

418

OPERATING BUDGET

CONTRACT NO. _____

Yolo County Schools

425 Main Street

Woodland, CA 95695

ON-THE-JOB TRAINING	TOTAL	OCT	NOV	DEC	JAN
PARTICIPANT WAGES					
FRINGE BENEFITS					
F.I.C.A.					
Workers' Comp. Ins.					
P.S.E. (Uniforms, Supplies, etc.)					
Other					
TRAINING	48,005	1,600	3,200	4,800	5,618
Staff Salaries					
Staff Fringe Benefits					
Staff Travel					Micro Fished
Special Program Tech. Assist.					
Subcontractor Training Cost	48,005	1,600	3,200	4,800	5,618
Classroom Space Cost					
Supplies					
Telephone					
Books & Educational Aids					
Tuition & Ent. Fees					
Rental - Equipment					
Office Equipment					
Training Equipment					
Uncl. Training Cost					
SERVICES	7,629	425	420	420	420
Staff Salaries	4,995	327	323	323	323
Staff Fringe Benefits	1,363	98	97	97	97
Staff Travel	500				
Special Program Tech. Assist.					
Space Cost	470				
Supplies					
Telephone	301				
Transportation					
Child Care					
Medical Assist.					
Rent Assist.					
Bonding Assist.					
Rental Equipment					
Office Equipment					
Uncl. Services Cost					
TOTAL NON-ADMINISTRATIVE COST	55,634	2,025	3,620	5,220	6,038
ADMINISTRATIVE COST	3,296	281	281	281	282
TOTAL - ON-THE-JOB TRAINING	58,930	2,306	3,901	5,501	6,320

CONTRACT NO.

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YOLCO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

MODIFICATION FORM

Book

REQUEST FOR PROGRAM MODIFICATION:

DATE
May 10, 1979

AGREEMENT NO.

79-221

Title: III HIRE II

Modification Number

Contract Number

Program: State of California - Employment
Development Department

002

78-324

Changes herein will have the following effect on federal government funds in this contract

☐ Unchanged ☒ Increased by \$ 12,000 ☐ Decreased by \$

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

CETA Regional Bulletin 24-79 has extended the time limits on the HIRE II Program and funds can now be spent until December 31, 1979. Due to the extension, Woodland E.D.D. is willing to spend an additional \$12,000 which the other HIRE II subgrantee is willing to have deobligated.

FILED

JUN 19 1979

Micro Fiched

PETER McNAMEE, Clerk

By Peter McNamee
DEPUTY

MODIFICATION

1. The term of the contract now runs from October 1, 1978 to December 31, 1979.
2. The attached operating budget and monthly enrollment and termination schedule supersede those currently in the contract.

\$87,028

New grand total and fixed price

Signature of program operator Date

Recommendation and/or comments by staff:

☒ Approve☐ Disapprove

Recommendation of the MAPC

☒ Approve☐ Disapprove

ACTION OF THE YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION:

☐ Request for modification denied

☐ Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

B. G. Marshall MAY 29 1979
Signature of Authorized Officer Date

May 1, 1979
Effective date of modification

Title III HIRE II

Fiscal Year 1979

☒ Revision = 2

[illegible]

Title III HIRE II

Fiscal Year 1980

☒ Revision # 2

[illegible]

CETA TITLE III OPERATING BUDGET☐ ORIGINAL☒ XREVISION NO. 002DATE 5/4/79

Subgrantee Name and Address:

State of California-Woodland EDD114 West Main StreetWoodland, CA 95695Contact Person Roger BaldwinPhone 662-8681 Contract No. 78-324Period: From 10-1-78 To 12-31-79Program Name HIRE II OUT

Micro Fiched

MONTH	ACTIVITY							TOTAL
	CT	OJT	WEX	SERVICE	IMPAIRED SERVICES	CEE	VEP	
OCT.		3826						3,826
NOV.		7242						7,242
DEC.		7242						7,242
JAN.		7242						7,242
FEB.		7242						7,242
MAR.		7242						7,242
APR.		7242						7,242
MAY		5579						5,579
JUNE		5579						5,579
JULY		5578						5,578
AUG.		5577						5,577
SEPT.		5577						5,577
TOTAL		cont.						cont.

MONTH	COST CATEGORY							TOTAL
	ADMIN.	ALLOW	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV	
OCT.	347				2600	879		3826
NOV.	323				6047	872		7242
DEC.	323				6047	872		7242
JAN.	323				6047	872		7242
FEB.	323				6047	872		7242
MAR.	323				6047	872		7242
APR.	323				6047	872		7242
MAY	285				4611	728		5623
JUNE	276				4611	728		5615
JULY	274				4611	728		5613
AUG.	274				4610	727		5611
SEPT.	273				4610	726		5609
TOTAL	cont.				cont.	cont.		cont.

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

For CETA Approval Only:

Name and Title of Authorized Official

Accountant

Date

Signature

Date

Principal Administrative Analyst

Date

CETA TITLE III OPERATING BUDGET

☐ ORIGINAL ☒ REVISION NO. 002 DATE _____

Subgrantee Name and Address:

Contact Person _____

Employment Development Department

Phone _____

Contract No. _____

114 West Main Street

Period: From _____

To _____

Woodland, CA 95695

Program Name _____

Micro Fiched

MONTH	ACTIVITY							TOTAL
	CT	OJT	VEX	SERVICE	TRANSIT SERVICES	CEE	VEP	
OCT.		5577						5,577
NOV.		4016						4,016
DEC.		2267						2,267
JAN.								
FEB.								
MAR.								
APR.								
MAY								
JUNE								
JULY								
AUG.								
SEPT.								
TOTAL		87,028						87,028

MONTH	COST CATEGORY							TOTAL
	ADMIN.	ALLOW	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPPL	
OCT.	272				4610	225		5608
NOV.	271				3050	225		4046
DEC.	267				1301	456		2025
JAN.								
FEB.								
MAR.								
APR.								
MAY								
JUNE								
JULY								
AUG.								
SEPT.								
TOTAL	4477				70896	11655		87028

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

DAVID NABELE
Administrator
Northern Region

For CETA Approval Only:

Name and Title of Authorized Official

Accountant

Signature

Date

Signed

Principal Administrative Analyst

Date

Date

SUBGRANTEE'S NAME AND ADDRESS
 Employment Development Department

114 West Main Street

Woodland, CA 95695

OPERATING BUDGET FY 79

CONTRACT NO. 78-324

ADMINISTRATIVE SUBGRANTEE	TOTAL	OCT	NOV	DEC	JAN
INDIRECT COST	308	22	22	22	22
SALARIES & WAGES	2000	142	142	142	142
FRINGE BENEFITS	692	60	49	49	49
FICA	111	8	8	8	8
Workers' Compensation	17	3	1	1	1
Retirement	397	28	28	28	28
Health & Life Insurance	135	11	11	11	11
Unemployment Compensation Ins.	24	10	1	1	1
Disability Insurance	8				
Mileage Reimbursement					Micro Fiched
Out-of-Town Travel					
CONSULTANT & PROFESSIONAL SERVICES	1316	100	100	100	100
Bookkeeping	1316	100	100	100	100
Legal					
Program Tech. Assist.					
SPACE COST	50				
Rental of Land & Buildings	50	9	2	2	2
Utilities					
Janitorial Services					
Repairs to Buildings					
CONSUMABLE SUPPLIES	27				
Office Supplies	27	4	3	3	3
Cleaning & Janitorial Supplies					
COMMUNICATION COST	71				
Telephone & Telegraph	71	5	5	5	5
Postage					
OTHER COST					
Photocopy & Xerox					
Rental - Office Equipment					
Maintenance & Repair - Equipment					
Fid. & Gen. Insurance					
Uncl. Expenses					
EQUIPMENT	13				
Office Equipment	13	5		0	0
Office Furniture & Fix.					
TOTAL	4477	347	323	323	323

SUGGESTEE'S NAME AND ADDRESS

Employment Development Department

OPERATING BUDGET FY 79 (continued)

114 West Main Street

CONTRACT NO. 78-324

Woodland, CA 95695

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OPERATING BUDGET

CONTRACT NO. 78-324

SUBGRANTEE'S NAME AND ADDRESS

Employee Development Department

114 West Main Street

Woodland, CA 95695

ADMINISTRATIVE SUBGRANTEE	TOTAL	OCT	NOV	DEC	JAN
INDIRECT COST		19	19	19	
SALARIES & WAGES		126	125	125	
FRINGE BENEFITS		42	42	41	
FICA		7	7	6	
Workers' Compensation		1	1	1	
Retirement		25	25	25	
Health & Life Insurance		7	7	7	
Unemployment Compensation Ins.		1	1	1	
Disability Insurance		1	1	1	
TRAVEL					
Mileage Reimbursement					
Out-of-Town Travel					Micro Fiched
CONSULTANT & PROFESSIONAL SERVICES					
Bookkeeping		77	77	77	
Legal					
Program Tech. Assist.					
SPACE COST					
Rental of Land & Buildings		4	4	1	
Utilities					
Janitorial Services					
Repairs to Buildings					
CONSUMABLE SUPPLIES					
Office Supplies		0	0	0	
Cleaning & Janitorial Supplies					
COMMUNICATION COST					
Telephone & Telegraph		4	4	4	
Postage					
OTHER COST					
Photocopy & Xerox					
Rental - Office Equipment					
Maintenance & Repair -Equipment					
Fid. & Gen. Insurance					
Uncl. Expenses					
EQUIPMENT					
Office Equipment		0	0	0	
Office Furniture & Fix.					
TOTAL		272	271	267	

OPERATING BUDGET

CONTRACT NO. 78-324

SUBGRANTEE'S NAME AND ADDRESS

Employment Development Department

114 West Main Street

Woodland, CA 95695

ON-THE-JOB TRAINING	TOTAL	OCT	NOV	DEC	JAN
PARTICIPANT WAGES					
FRINGE BENEFITS					
F.I.C.A.					
Workers' Comp. Ins.					
P.S.E. (Uniforms, Supplies, etc.)					
Other					
TRAINING					
Staff Salaries					
Staff Fringe Benefits					
Staff Travel					
Special Program Tech. Assist.					
Subcontractor Training Cost	70896	2600	6047	6047	6047
Classroom Space Cost					
Supplies					
Telephone					
Books & Educational Aids					Micro Fiched
Tuition & Ent. Fees					
Rental - Equipment					
Office Equipment					
Training Equipment					
Uncl. Training Cost					
SERVICES					
Staff Salaries	8250	572	572	572	572
Staff Fringe Benefits	2475	172	172	172	172
Staff Travel	357	89	89	89	89
Special Program Tech. Assist.					
Space Cost	179	9	9	9	9
Supplies	96	11	11	11	11
Telephone	253	18	18	18	18
Transportation					
Child Care					
Medical Assist.					
Rent Assist.					
Bonding Assist.					
Rental Equipment					
Office Equipment	45	8	1	1	1
Uncl. Services Cost					
TOTAL NON-ADMINISTRATIVE COST	82551	3479	6919	6919	6919
ADMINISTRATIVE COST	4477	347	323	323	323
TOTAL - ON-THE-JOB TRAINING	87028	3826	7242	7242	7242

CONTRACT NO.

114 West Main Street

Woodland, CA 95695

[illegible]

SUBGRANTEE'S NAME AND ADDRESS

Employment Development Department

114 West Main Street

Woodland, CA 95695

OPERATING BUDGET

CONTRACT NO. _____

ON-THE-JOB TRAINING	TOTAL	OCT	NOV	DEC	JAN
PARTICIPANT WAGES					
FRINGE BENEFITS					
F.I.C.A.					
Workers' Comp. Ins.					
P.S.E. (Uniforms, Supplies, etc.)					
Other					
TRAINING					
Staff Salaries					
Staff Fringe Benefits					
Staff Travel					
Special Program Tech. Assist.					
Subcontractor Training Cost		4610	3050	1301	Micro Etched
Classroom Space Cost					
Supplies					
Telephone					
Books & Educational Aids					
Tuition & Ent. Fees					
Rental - Equipment					
Office Equipment					
Training Equipment					
Uncl. Training Cost					
SERVICES					
Staff Salaries		531	530	264	
Staff Fringe Benefits		159	159	158	
Staff Travel					
Special Program Tech. Assist.					
Space Cost		14	14	14	
Supplies		2	2	2	
Telephone		16	16	15	
Transportation					
Child Care					
Medical Assist.					
Rent Assist.					
Bonding Assist.					
Rental Equipment					
Office Equipment		4	4	3	
Uncl. Services Cost					
TOTAL NON-ADMINISTRATIVE COST		5336	3775	1757	
ADMINISTRATIVE COST		272	271	267	
TOTAL - ON-THE-JOB TRAINING		5608	4046	2024	

Activities _____
 EEO Unit _____
 Project Code _____
 Period of Activity _____

Prepared By _____
 Phone No. ^{ATSS} ~~AUDIC~~ _____
 Date of EEO Pricing Schedule _____
 Salary Step Used: Actual _____ Average _____

COST ITEMS	COLUMN I	COLUMN II	COLUMN III	COLUMN IV
* Cost categories used on sponsor Budgets.	ADMINISTRATIVE	SERVICES*	CURRENT MONTH TOTALS	TOTALS TO DATE
1. DIRECT PERSONNEL SERVICES COSTS: (1A and 1B from CETA 25 or CETA 5)				
A. Administrative Salary Cost	\$ 2000			
B. Services Salary Cost		\$ 8250		
C. TOTAL DIRECT PERSONNEL COSTS .. (1A plus 1B = 1C)			\$	\$
2. INDIRECT SUPPORTIVE COSTS FOR FISCAL AND PERSONNEL MANAGEMENT:				
A. 3% of Column 1 Line 1A	\$ 60			
B. 3% of Column II Line 1B	\$ 248			
C. TOTAL INDIRECT PERSONNEL COSTS. (2A plus 2B = 2C)			\$	\$
3. TOTAL PERSONNEL SERVICES COSTS:				
A. TOTAL OF LINES 1 and 2 FOR COLUMNS 1 to III	\$ 2308	\$ 8250	\$	\$
4. FRINGE BENEFITS: (Multiply Line 3 Columns I and II by all percentages)				
A. Social Security (4.82%)....	\$ 111	\$ 398		
B. Retirement (17.19%).....	397	1418		
C. Health Insurance (5.84%)...	135	482		
D. Workers Compensation (.74%)..	17	61		
E. Unemployment Ins. (1.05%)..	24	87		
F. Disability Ins. (.35%)...	8	29		
G. TOTAL FRINGE BENEFIT COSTS	\$ 692	\$ 2475	\$	\$
5. NONPERSONAL SERVICES COSTS (Multiply Line 3 Column by I & II Applicable percentages from the Contract)				
A. Supplies (1.16%).....	\$ 27	\$ 96	\$	
B. Communications (3.07%).....	71	253		
C. Equipment Rent (0 %).....				
D. Equipment Expense (.55 %)....	13	45		
E. Premise Expense (2.17%).....	50	179		
F. TOTAL ALLOCATED NPS COSTS	\$ 161	\$ 573	\$	\$

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COST ITEMS • Cost categories used on sponsor budgets	COLUMN I	COLUMN II	COLUMN III	COLUMN IV
	ADMINISTRATION	SERVICES	CURRENT MONTH TOTALS	TOTALS TO DATE
6. SPECIAL BUDGETED NON-PERSONNEL SERVICES COSTS: (From CETA 8 and CETA 9)				
A. Postage.....	\$ _____		\$ _____	\$ _____
B. Staff Travel: Services 262.5 x .17 x 8 mo.	\$ _____	\$ 357	\$ _____	\$ _____
C. EDO Payment System Costs Explain 314 payments @ 4.19	\$ 1316		\$ _____	\$ _____
D. Participant Supportive Services	\$ _____	\$ _____	\$ _____	\$ _____
E. Other - Allocate to Appropriate Category	\$ _____	\$ _____	\$ _____	\$ _____
F. Other Funds EDO will Distribute		\$ 70896		
Employer Reimbursement for OJT.....				
Wages and Fringe Benefits for Work Experience				
Classroom Training Allowances, Incentive, etc.....				
Subtotal.....			\$ _____	\$ _____
6. TOTAL SPECIAL BUDGET ITEMS..... (Total 6A to 6F)	\$ _____	\$ _____	\$ _____	\$ _____
7. TOTAL EDO STAFF AND RELATED COSTS (Total of Lines 3A, 4E, 5F, and 6G).....	\$ 4477	\$ 82551	\$ 87028	\$ _____
	5%	95%	100%	

Micro Fiched

REMARKS: _____

Roger Baldwin 5/4/79 Woodland, #116 662-8681
 Project Manager Date Office Phone

Title III HIRE II

Fiscal Year 1979

☒ Revision # 2

Micro Fetched

ENROLLMENTS AND TERMINATIONS	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEP
A. Total Cumulative Enrollments	10	15	20	25	30	35	35	42	50	50	50	50
B. Total Enrollments by Month	5	5	5	5	5	5	0	7	8	0	0	0
1. New Enrollments	5	5	5	5	5	5	0	7	8	0	0	0
2.												
3.												
4.												
C. Total Terminations by Month	0	1	2	2	3	2	3	5	6	6	5	4
1. Entering Employment	0	0	0	1	2	2	2	4	5	5	4	3
a.												
b.												
c.												
d.												
2. Other Positive	0	0	1	0	1	0	0	1	1	0	1	0
a.												
b.												
c.												
3. Non Positive	0	1	1	1	0	0	1	0	0	1	0	1
d.												
D. CURRENT ENROLLMENT	10	14	17	20	22	25	22	24	26	20	15	11
Significant Segments Enrolled - Cumulative												
A. Veterans	10	15	20	25	30	35	35	42	50	50	50	50
B.												
C.												
D.												
E.												
F.												
G.												
H.												
I.												

Title III HIRE II

Fiscal Year 1980

☒ Revision # 2

[illegible]

DIRECT PERSONNEL SERVICE COSTS

[illegible]

Phone 662-8681

Micro Fiched

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

Contract No. 78-324

CETA OPERATING BUDGET

Title/Subtitle HIRE II OJT

Positions and Salaries Schedule

Period From 10-1-78 To 12-31-79

POSITION/TITLE	MONTHLY SALARY RATE	% OF TIME	NO. OF HRS.	AMOUNT	VACA- TION	TOTAL AMOUNT			DISTRIBUTION OF NON-ADMINISTRATIVE COST				
						TOTAL	ADMIN.	NON- ADMIN.	CLASS. TRNG.	OUT.	WORK EXP.	SERVICE /CLIENT	OTHER ACT.
Employment Development Officer II	1660	.41	15	10250	-	10250	2000	8250					
TOTAL				10250		10250	2000	8250					

1. The first step is to identify the problem or question that needs to be answered. This involves understanding the context and the specific requirements of the task.

Contract No.

[illegible]

FILED

JUN 23 1979

PETER McNAMEE, Clerk

By Debra Conley
Deputy

COUNTY OF YOLO
AGREEMENT NO. 79-222
CONTRACT AGREEMENT

THIS CONTRACT is made and entered into this 29th
day of May, 1979 by
and between TEICHERT CONSTRUCTION

Micro Fiched

PARTY OF THE FIRST PART, and THE COUNTY OF YOLO, PARTY OF
THE SECOND PART, under the authority of the Municipal Improve-
ment Act of 1913 of the State of California, as amended.

W I T N E S S E T H :

WHEREAS, the said party of the first part (as will fully
appear by reference to the record of the proceedings of the
Board of Supervisors of said County on MAY 29,
1979) has been awarded the Contract for the work hereinafter
mentioned:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE I

That said party of the first part, for the consideration
hereinafter mentioned, promises and agrees and not otherwise,
that it will furnish the necessary labor, materials, tools
and equipment required for the execution and completion of

the works of improvement hereinafter described, and that it will do and perform or cause to be done and performed the works of improvement hereinafter described under the direction and to the satisfaction of the COUNTY SURVEYOR-DIRECTOR OF PUBLIC WORKS of Yolo County in a good and workmanlike manner, in compliance with the plans and specifications therefor, heretofore adopted by the said Board of Supervisors of the County of Yolo, which plans, specifications and contract documents are hereafter referred to and by such reference incorporated herein and made a part hereof as fully as though set forth at length. Micro Fiched

The works of improvement hereinabove described are more fully described in the following resolutions:

Resolution No. 78-197 (Resolution of Intention)
 adopted December 26, 1978, as amended by Resolution No. 79-87 adopted
 May 29, 1979.
 Resolution Ordering Work No. 79-84
 adopted May 29, 1979

ARTICLE II

THE SAID PARTY OF OF THE SECOND PART hereby fixes the time for commencement of said work to be within five (5) working days after the date of issuance of the notice to proceed, and for its completion to be within one hundred (100) working days from the date of issuance of the notice to proceed; and further promises and agrees that upon the performance of the covenants aforesaid, by the party of the first part, he will duly cause an Assessment, Diagram, Certificate and Warrant

signed by the County Surveyor-Director of Public Works to be issued to the party of the first part, as provided in the aforementioned Act for the expenses of the work aforesaid, at the prices hereinafter stated (including incidental expenses).

ARTICLE III

Micro Fiched

That said party of the first part agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage, arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the County of Yolo, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them, to wit:

Item No.	Description	Estimated Quantity	Unit Price (in figures)	Total Price (in figures)
1.	Roadway Excavation	35,000 cy	2.50	87,500.00
2.	Clean, fill and compact existing drainage ditch	1,000 cy	3.50	3,500.00
3.	Remove existing barricade	2 ea	150.00	300.00
4.	Remove existing paving and header board	LS	-	400.00
5.	Remove existing pump station	LS		1,500.00
6.	6" VCP	1,677 LF	9.00	15,093.00
7.	8" VCP	3,251 LF	10.00	32,510.00
8.	8" VCP concrete (encased)	1,265 LF	17.00	21,505.00
9.	Standard sewer manhole	18 ea	900.00	16,200.00
10.	Drop sewer manhole	1 ea	1,100.00	1,100.00
11.	4" VCP sewer service (2293LF)	74 ea	300.00	Micro Fiches 22,200.00
12.	4" ductile iron sewer service (933LF)	27 ea	500.00	13,500.00
13.	Pump Station (including fence and access road)	LS	-	60,000.00
14.	66" CIPP (RCP alternate)	2,911 LF	55.00	160,105.00
15.	15" RCP	1,152 LF	17.00	19,584.00
16.	Type "B" inlet (modified)	13 ea	2,200.00	28,600.00
17.	Standard storm drain manhole (Type "A" base)	3 ea	2,000.00	6,000.00
18.	Special storm drain manhole	7 ea	4,600.00	32,200.00
19.	Adjust existing manhole to finish grade	3 ea	300.00	900.00
20.	Construct new drainage ditch	LS	-	8,000.00
21.	6" CIP including valves and fittings	1,713 LF	10.00	17,130.00
22.	8" CIP including valves and fittings	4,908 LF	13.00	63,804.00
23.	Fire hydrant and valve assembly (steamer type)	14 ea	1,300.00	18,200.00
24.	1 1/2" water service (3120LF)	101 ea	320.00	32,320.00
25.	Install plug and blowoff	5 ea	285.00	1,425.00
26.	Roll type curb and gutter with 3" CL2AB	13,142 LF	5.00	65,710.00
27.	AC type "B"	3,764 T	19.00	71,516.00
28.	AB class 2	13,256 T	6.50	86,164.00
29.	Liquid asphalt (SC250)	27 T	150.00	4,050.00
30.	Survey monument box	30 ea	90.00	2,700.00
31.	Street name sign	5 ea	125.00	625.00
32.	Street sign	4 ea	75.00	300.00

Payments will be made to First Party by said Second Party, but only from proceeds of assessments levied and bonds which have been sold to represent unpaid assessments, or from any funds provided to/or by the County of Yolo and placed into the same fund, which is described in Section 10424 of the Streets and Highways Code of the State of California. Payments will be made to First Party according to the specifications and upon the conditions therein specified.

Except where otherwise provided by law, neither the County of Yolo nor any officer or employee thereof, will be liable for any portion of the expenses of the work or for any delinquency of persons or property assessed.

Micro Fiched

ARTICLE IV

It is further agreed and stipulated, in accordance with the provisions of the California Labor Code, that the BOard of Supervisors of the County of Yolo has ascertained the general prevailing wage rates applicable for the work to be done, and that said prevailing wage rates are as specified in the Notice to Contractors as being adopted by the Board of Supervisors in that certain resolution, which resolution is hereby referred to for a statement of said rates and said rates are incorporated herein by this references as governing the minimum wages.

ARTICLE V

For any breach of any of the stipulations contained in the above paragraph relative to hours of labor, rates or wages, the party of

the first part shall forfeit to the said Board of Supervisors of the County of Yolo to be retained by said County out of monies payable by it to said party under the terms of this contract, a penalty in the sum of TWENTY-FIVE (\$25.00) DOLLARS per day, for each laborer, workman or mechanic employed in the execution of said contract by said first party, or any subcontractor under it for each calendar day during which any such laborer, workman or mechanic is paid a rate of wages in violation of the provisions of said paragraphs and the stipulations of this contract.

ARTICLE VI

Micro Fiched

By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

In WITNESS WHEREOF, the parties have subscribed this contract the day and year first above written.

COUNTY OF YOLO

By B. A. Marchant
Chairman of the Board of
Supervisors 6-27-79

APPROVED:

By [Signature]
County Counsel

ATTEST:

Patric McNames, Clerk

Barbara Rodgers, Deputy

TEICHERT CONSTRUCTION

By [Signature] Contractor
P. O. Box 480 Glenn V. Waters
Woodland, Calif. 95696 District Manager

Address

Licensed in accordance with the act providing for licensing of contractors.

License No. 8

RESOLUTION NO. 79-86

RESOLUTION AWARDING CONTRACT

ASSESSMENT DISTRICT NO. 121

(EL MACERTO UNIT NO. 5)

The Board of Supervisors of the County of Yolo resolves:

The County of Yolo has received public bids for the construction of improvements in Assessment District No. 121 (El Macero Unit No. 5), Yolo County, California.

Micro Fiched

The Engineer of Work has reviewed the bids and now recommends award of the construction contract to the lowest possible bidder,

TEICHERT CONSTRUCTION

whose bid price is \$894,641.00.

The Board of Supervisors therefore awards the contract to that bidder. All other bids are rejected.

The Board of Supervisors directs the County Clerk to publish a notice of award of contract.

The Board of Supervisors authorizes and directs the Chairman and the County Clerk to sign the written contract for this construction when it is presented to them for signature, along with the surety bonds and insurance certificates required by the construction specifications.

FILED

JULI - 51979

PETER McNAMON, Clerk

By [Signature]
DEPUTY

AGREEMENT NO. 79-223

(Occupational Therapy Consultants Agreement)

THIS AGREEMENT, made and entered into this 5th day of June, 1979, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY, and EVELYN E. HUNT, Route 5, Box 578, Grass Valley, California, 95945, hereinafter called THERAPIST,

Micro Fiched

W I T N E S S E T H:

1. In consideration of the covenants of COUNTY herein, THERAPIST agrees to perform the following services on part-time basis as required:
 - A. To provide occupational therapy services under the direction of the Medical Staff for the occupational rehabilitation of patients at Yolo General Hospital.
 - B. To prepare occupational therapy plans on each patient.
 - C. To maintain a written record of the therapy provided to and progress attained by each patient.
 - D. In the discharge of all duties and responsibilities listed above, THERAPIST shall perform services at times to be determined by agreement between THERAPIST and Hospital Administrator.
 - E. To assist the hospital in implementing and complying with applicable Joint Commission on Accreditation of Hospitals standards and State of California licensing requirements.
2. In consideration of the covenants of THERAPIST herein, COUNTY agrees to pay THERAPIST at the rate of ELEVEN (\$11) DOLLARS per hour.
3. IT IS MUTUALLY AGREED AS FOLLOWS:
 - A. In the performance of the work, duties, and obligations devolving upon her under this agreement, THERAPIST is at all times acting and performing as an independent contractor practicing her profession of occupational therapy. COUNTY shall not have nor exercise any control or direction over the methods by which

1 THERAPIST shall perform her work and functions except that
2 THERAPIST by this agreement agrees to perform her work and
3 functions at all times in strict accordance with the currently
4 approved methods and practices in her profession and under the
5 direction of the medical staff, and that the sole interest of
6 COUNTY is to assure that said work and functions shall be
7 performed and rendered in a competent, efficient and satisfactory
8 manner.

Micro Fiched

9 B. This agreement shall commence on July 1, 1979, and remain in
10 effect on a continuing basis; however, it may be terminated
11 by either party upon thirty (30) days' written notice to the
12 other of intention to terminate, or upon THERAPIST's failure to
13 maintain active registration status with the American Occupational
14 Therapy Association, Inc.

15 C. No alterations or variations in the terms of this agreement shall
16 be valid unless made in writing and signed by the parties hereto,
17 and no oral understandings or agreements not incorporated herein
18 and no alterations or variations of the terms hereof unless so
19 made shall be binding upon the parties.

20 D. This agreement supersedes Agreement No. 78-172.

21 IN WITNESS WHEREOF, the parties hereto have executed this agreement
22 the day and year first above written.

23
24 COUNTY OF YOLO, a political subdivision
25 of the State of California

26
27 *Baker C. Marchant*
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

28 ATTEST:

29 PETER McNAMEE, CLERK

30 By *Pete E. Lucas*

Deputy

(SEAL)

31 APPROVED AS TO FORM

CHARLES R. MACK
COUNTY COUNSEL

32 By *Robert M. Mack*

DEPUTY COUNTY COUNSEL

Evelyn E. Hunt
EVELYN E. HUNT

FILED

JUN - 8 1979

PETER McNAMÉE, Clerk

AGREEMENT NO. 79-224 By P. E. Lucas
Deputy

(Joint Exercise of Powers Agreement for the Purpose of Providing Street Lighting Service)

THIS AGREEMENT, dated for convenience this 5th day of JUNE, 1979, by and between ARLINGTON OAKS LIGHTING MAINTENANCE DISTRICT, a maintenance district, ELKHORN VILLAGE LIGHTING DISTRICT NO. 1, a highway lighting district, OAKS LIGHTING MAINTENANCE DISTRICT, a maintenance district, and WESTFIELD VILLAGE MAINTENANCE DISTRICT, a maintenance district, as they are administered by the County of Yolo, collectively herein referred to as DISTRICTS, and EAST YOLO COMMUNITY SERVICE DISTRICT, a community service district, hereinafter referred to as EAST YOLO,

WITNESSETH:

Micro Fiched

1. DISTRICTS and EAST YOLO each possess the power to provide for the operation and maintenance of street lighting and desire to exercise such power jointly in accordance with the terms and conditions set forth in this Agreement.

2. From and after February 1, 1979, EAST YOLO shall administer and carry out the street lighting powers described herein, in accordance with the Community Services District Act, and shall provide for the operation and maintenance of street lighting within the boundaries of the DISTRICTS.

3. DISTRICTS and each of them agree to contribute their entire unencumbered funds and revenues, including tax revenues, to EAST YOLO and to do so on May 15, 1979, for the 1978-79 fiscal year, and thereafter in not less than two annual payments on January 15 and May 15 of each fiscal year.

(a) EAST YOLO shall disburse said monies as it determines is necessary to carry out the street lighting purposes provided herein.

1 (b) EAST YOLO shall account for all monies so received and report on the
2 receipts and disbursements thereof.

3 (c) In the event of termination of this Agreement, any monies received
4 pursuant hereto shall not be refundable. However, any surplus money on hand
5 shall be utilized fully for street lighting purposes until exhausted.

6 4. DISTRICTS and each of them hereby quit claim to EAST YOLO all their
7 right, title and interest in and to the light standards and any appurtenant
8 facilities existing within their respective boundaries.

Micro Fiched

9 5. In order that EAST YOLO may continually and adequately send out bills for
10 lighting services, DISTRICTS agree to provide at the expense of EAST YOLO when
11 and as available data concerning ownership changes and parcel alterations
12 within EAST YOLO.

13 6. EAST YOLO agrees to defend, indemnify and hold DISTRICTS harmless for any
14 and all claims, liabilities, or loss arising from EAST YOLO's performance
15 under this Agreement.

16 7. The term of this Agreement shall commence on February 1, 1979, and shall
17 continue until terminated by either EAST YOLO or by DISTRICTS collectively
18 upon 90 days notice in writing.

19 / / / / /

20 / / / / /

21 / / / / /

22 / / / / /

23 / / / / /

24 / / / / /

25 / / / / /

26 / / / / /

1 IN WITNESS WHEREOF, the parties have executed this Agreement by their
2 officers duly authorized thereunto.

3 EAST YOLO COMMUNITY SERVICES DISTRICT

4 BY

Carl Landerman
CARL LANDERMAN, PRESIDENT

5
6 BY

David A. Breninger
DAVID A. BRENINGER, SECRETARY

7 Micro Fiched

8 ARLINGTON OAKS LIGHTING MAINTENANCE
9 DISTRICT, ELKHORN VILLAGE LIGHTING
10 DISTRICT NO. 1, OAKS LIGHTING
11 MAINTENANCE DISTRICT, WESTFIELD
12 VILLAGE MAINTENANCE DISTRICT

13 BY

Betsy A. Marchand
BETSY A. MARCHAND, CHAIRMAN, BOARD OF
14 SUPERVISORS, COUNTY OF YOLO, AS GOVERNING
15 BOARD OF EACH OF THE ABOVE DISTRICTS
16
17
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Book

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
MODIFICATION FORM

REQUEST FOR PROGRAM MODIFICATION

DATE
May 23, 1979

AGREEMENT NO.
79-225

Title: VI

Modification Number

Contract Number

Program: East Yolo Community Services District

00Z

79-148

Changes herein will have the following effect on federal government funds in this contract

☐ Unchanged

☐ Increased by \$

☒ Decreased by \$ 726

The above number contract is to be modified as follows: (Attach support documents)

Micro Fiched

GENERAL INTENT

To change Position Listing and Operating Budget to reflect change in job reclassifications.

To correct the Grand Total which was in error on Modification 001. (Modification 001 Grand Total should have read \$48,842.)

To comply with action of EYCSD Board of Director's action taken on May 17, 1979 as transmitted to Manpower Director, County of Yolo, by letter dated May 18, 1979 from EYCSD General Manager.

DB
5/28/79

MODIFICATION

The attached Position Listing and Operating Budget are revised for the last four months of the contract.

The New Grand Total shows the total contract amount for the period February 1, 1979 through September 30, 1979.

FILED

\$48,116

JUN 6 1979

Signature of program operator Date

New grand total and fixed price

PETER McNAMEE, Clerk

Recommendation and/or comments by Staff:

By Peter McNamee
DEPUTY

☐ Approve

☐ Disapprove

Recommendation of the MAPC

☐ Approve

☐ Disapprove

NOTIFICATION OF THE YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION:

☐ Request for modification denied

☐ Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

Signature of Authorized Officer

Date

June 1, 1979

Effective date of modification

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, CA 95695
CETA TITLE VI OPERATING BUDGET

ORIGINAL

X

REVISION NO. 002

DATE May 23, 1979

Subgrantee Name and Address:

East Yolo Community Services District

P.O. Box 802

West Sacramento, CA 95691

Contact Person David Breninger

Phone 371-5132

Contract No.

Period: From 6-1-79 To 9-30-79

Program Name CETA Title VI

Micro Fished

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
OCT								
NOV								
DEC								
JAN								
FEB								
MARCH								
APRIL								
MAY								
JUNE			7,941					7,941
JULY			7,941					7,941
AUG			7,942					7,942
SEPT			7,942					7,942
TOTAL			31,766					31,766

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
OCT							
NOV							
DEC							
JAN							
FEB							
MARCH							
APRIL							
MAY							
JUNE			5,295	2,646			7,941
JULY			5,295	2,646			7,941
AUG			5,295	2,647			7,942
SEPT			5,295	2,647			7,942
TOTAL			21,180	10,586			31,766

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT

For CETA Approval Only:

DAVID BRENINGER, GNL. MGR.

Name and Title of Authorized Official

Signature Date 5/29/79

Accountant

5-30-79
Date

Principal Administrative Analyst

Date

POSITION LISTING

Title VI

East Yolo Community Services District

<u>Position</u>	<u>Salary</u> <u>6-1-79 to</u>	<u>Benefits</u> <u>9-30-79</u>	<u>Total</u>	
1 Pump System Maintenance Trainee or Ass't. Wastewater Worker	\$3,332	\$1,326	\$4,658	Micro Fiched
1 Assistant Waste Water Worker	2,588	1,120	3,708	
5 Groundswoker I or Assistant Groundswoker	<u>15,260</u>	<u>8,140</u>	<u>23,400</u>	
Total	\$21,180	\$10,586	\$31,766	

ARCHITECT/ENGINEER AGREEMENT

FILED

JUN 11 1979

PETER McNAMARA, Clerk

By *[Signature]*
Deputy

AGREEMENT NO. 13-226

DEPARTMENT: Library

PROJECT: Library Remodeling

WORK ORDER NO.: _____

FILE NO.: _____

Micro Fiched

THIS AGREEMENT made and entered into this 5th day of
June, 19 79, by and between the County of Yolo, a
political subdivision in the State of California hereinafter
referred to as "County" and Wirth & Long/Architects, Inc.

licensed Architects/Engineers in the State of California,
hereinafter called "Consultant";

W I T N E S S E T H :

WHEREAS, County intends to ~~construct~~ Remodel the Carnegie
Library located at 250 First Street, Woodland, California
(Brief project description and location)

and

WHEREAS, it is necessary that Consultant services be obtained
for the preparation of plans, estimates, specifications, and
reports for such work and for related or incidental work thereto;

NOW, THEREFORE, the County and the Consultant agree as follows:

I GENERAL:

County employee's Consultant to advise the Board of
Supervisors of the County and its Officers and Agents in regard
to the said project and perform professional services as herein-
after provided in this agreement with respect to the proposed project.

1 II BASIC SERVICES:

2 Consultant shall furnish and perform, in a manner satisfactory
3 to County, the following professional services required for the
4 design and construction of the project, said services being more
5 particularly described as follows:

6 A. The Preliminary Phase -- This phase of project
7 development establishes the general size and scope of the
8 project, and its location on the site. The basic services
9 shall include the following: Micro Fished

- 10 (1) Conferences with the County to review its wishes
11 and requirements; inspection of the site; review
12 of available material assembled by the County; and
13 discussion of scheduling. Conferences also may be
14 held with various approving and regulatory agencies,
15 and with those utility companies affected;
- 16 (2) Planning for and assisting the County in procuring
17 the necessary reconnaissance surveys and other field
18 investigations;
- 19 (3) Preparation of preliminary studies and designs.
20 These will be submitted for review and approval
21 by the County and other required approving agencies;
- 22 (4) Preparation of preliminary layouts, sketches,
23 outline specifications and reports, where applicable,
24 and specific recommendations;
- 25 (5) Preparation of preliminary cost estimates of the
26 project; and
- 27 (6) Other None
- 28 _____
- 29 _____
- 30 _____
- 31 _____
- 32 _____

1 B. The Design Phase -- This phase of project development is
2 undertaken only after approval by the County of the
3 preliminary design, report, and estimate. The basic services
4 shall include:

- 5 (1) Detailed conferences with the County and approval
6 of regulatory authorities.
- 7 (2) Planning for and assisting the County in procuring
8 the necessary field information for design. Micro Fiched
- 9 (3) Furnishing data, where necessary, for application
10 for regulatory permits required by local, state,
11 or federal authorities.
- 12 (4) Preparation of detailed contract drawings, in pencil.
- 13 (5) Preparation of specifications, contract documents,
14 and estimates;
- 15 (6) Furnish to the County four preliminary
16 copies of drawings, specifications, and other drawings
17 for final review by the County and approving
18 authorities.
- 19 (7) Furnish to the County the original tracings and
20 six copies of final working drawings,
21 details, plans and specifications for bidding
22 purposes. All plans shall be on 24" x 36" sheets
23 and all specifications shall be 8½" x 11" unless
24 otherwise approved by the County.
- 25 (8) Furnish to the County an adjusted estimate based on
26 final plans and specifications.
- 27 (9) Assist the County in interpreting the plans and
28 specifications during the bidding process, assist
29 the County in the preparation of addenda to the
30 plans and specifications that may be required, and
31 advise the County concerning acceptance or rejection
32 of bids for the project.

1 (10) Other: None

2
3
4
5
6
7 C. The Construction Phase -- This phase is undertaken after
8 the award of the contract by the County. The basic services
9 shall include:

Micro Fiched

- 10 (1) Consultation and advice to the County during
11 construction;
- 12 (2) Preparation of elementary sketches and supplementary
13 sketches required to resolve actual field conditions
14 encountered;
- 15 (3) Checking detailed construction drawings and shop and
16 erection drawings submitted by contractors for
17 compliance with design concept;
- 18 (4) Reviewing laboratory, shop, and mill test reports
19 of materials and equipment;
- 20 (5) Making periodic visits to the site to familiarize
21 himself generally with the progress and quality of
22 the work and to determine in general if the work
23 is proceeding in accordance with the Contract
24 Documents. On the basis of his on-site observations
25 as a Consultant he shall endeavor to guard the County
26 against defects and deficiencies in the work of the
27 Contractor by providing technical assistance to the
28 County's inspector. The Consultant shall not be
29 required to make exhaustive or continuous on-site
30 inspections to check the quality or quantity of the
31 work. The Consultant shall not be responsible for
32 construction means, methods, techniques, sequences or

1 procedures, or for safety precautions and programs
2 in connection with the work.

3 (6) Upon request of the County, the Consultant shall
4 review proposed contract change orders, and advise
5 the County as to the appropriateness, intent and
6 compliance with the Contract Documents. Micro Flohed

7 (7) Observe initial operation of the project, or of
8 performance tests required by specifications; and

9 (8) Make a final inspection and report on the completed
10 project, including review of written guarantees and
11 related documents assembled by the Contractor, and
12 furnish the County a written notice that the project
13 is completed in accordance with plans and specifications

14 (9) During all warranty or guaranty periods relating to,
15 design prepared under this agreement, the Consultant
16 shall, when requested, assist the County in obtaining
17 necessary compliance with the terms of said warranties
18 or guaranties.

19 (10) At the completion of the project and before final
20 payment is made to the Consultant, he shall correct
21 the original tracings of the project
22 so as to incorporate therein all changes made, it
23 being the intent of County and Consultant that said
24 tracings adequately and accurately reflect the
25 "as-built" conditions of the project. County shall
26 provide Consultant with all necessary information
27 so that Consultant may prepare a set of plans and
28 specifications with all corrections, showing the
29 project as finally constructed. After the original
30 tracings and specifications have been so corrected,
31 they shall be delivered to County and shall become
32 County's property.

1 (11) Other: None

7 III EXTRA SERVICES:

Micro Fiched

8 A. The following services, insofar as they cause the
9 Consultant extra expense, and if authorized in writing by the
10 County, shall be paid for by the County as provided in Article VI-B.

- 11 (1) Revisions of previously approved plans and/or
12 specifications which incur cost to Consultant and which
13 are the result of action by County.
- 14 (2) Preparation of alternate bids.
- 15 (3) Making planning surveys, topographic surveys, site
16 surveys, feasibility studies, and special analyses
17 of County's needs to clarify requirements for
18 project programming.
- 19 (4) Supervision of repair of damage to the structure
20 when so directed by the County.
- 21 (5) The selection by the Consultant at the County's
22 request of movable furniture, equipment, or
23 articles which are not included in the construction
24 contract.
- 25 (6) Additional services caused by the delinquency or
26 insolvency of the contractor, when so directed by
27 the County.
- 28 (7) The preparation of measured drawings of existing
29 structures and facilities as authorized by the
30 County.
- 31 (8) Substantial changes in the Project's scope shall
32 provide sufficient basis for renegotiation of

1 Consultant's fee. Unsubstantial changes in
2 scope as determined by County shall be
3 compensated for as Extra Services.

4 IV REIMBURSABLE EXPENSE

5 A. Includes actual expenditures made by Consultant in the
6 interest of the Project for the following incidental expenses
7 when approved in advance by County:

Micro Fiched

- 8 (1) Fees of special consultants.
9 (2) Complete field surveys required for design and
10 construction, for final measurements and for
11 acquisition of lands and easements.
12 (3) Complete survey and office computations needed
13 for horizontal and vertical control.
14 (4) Complete soils investigation including test
15 borings, related analysis and recommendations
16 necessary for the design and construction of
17 the project.

18 V CONSULTANT'S FEE, SERVICES & EXPENSES

19 A. For "basic services" as described in Article II, the
20 fee shall be a sum equal to Fifty Four Hundred Dollars (\$5,400.00)
21 _____
22 _____
23 _____

24 B. For "extra services" as described in Article III, the
25 fee shall be a sum computed in accordance with the Rate Schedule
26 attached hereto as "Exhibit A" (and by reference made a part
27 hereof); PROVIDED HOWEVER, that said schedule attached hereto as
28 "Exhibit A" may be revised during the term of this agreement upon
29 the written request of either party hereto. In the event of any
30 such request, the parties shall negotiate for a revision of the
31 Rate Schedule based upon the prevailing hourly rates for Consultant
32 services in the area at the time of such revision. In the event

1 the parties are unable to agree upon a revised schedule the rate
2 then in effect shall continue, but either party may terminate
3 this agreement by giving the other party written notice thereof,
4 and Consultant shall, in the event of any such termination, be
5 entitled to receive the compensation provided for in Article VII.

6 C. For authorized "reimbursible expenses", a sum equal to
7 the actual cost to Consultant of services described in Article IV,
8 as evidenced by statements for specialized services by the
9 subcontractor and approved by the County.

10 VI METHOD OF PAYMENT:

Micro Fiched

11 A. The compensation provided for in Article V-A shall be
12 paid to Consultant upon the following basis:

- 13 (1) Twenty percent (20%) of the fee shall be paid to
14 Consultant after completion of the "preliminary
15 phase" upon receipt of appropriate statements and
16 approved by the County.
- 17 (2) In the event of the award of a construction
18 contract by County for the proposed project, the
19 County shall pay to Consultant a sum equal to
20 eighty percent (80%) of the fee set forth in
21 Article V-A (less any amount thereof previously
22 paid) contemporaneously with the execution of the
23 Construction Contract. The balance of said fee shall
24 be paid by County to Consultant at the time of
25 completion of the work and acceptance thereof by
26 the Board of Supervisors..
- 27 (3) In the event no contract is awarded for said proposed
28 project then the County shall pay to Consultant as
29 a total fee for Article V-A, a sum (less any amounts
30 thereof previously paid) equal to eighty percent
31 (80%) of the fee set forth in said Article V-A,
32 within ninety (90) days after approval by County of

1 the final working drawings and specifications
2 prepared by Consultant.

3 B. The compensation payable to Consultant set forth in
4 Article V-B and C shall be paid to Consultant every month in
5 installments in accordance with appropriate statements therefor
6 as approved by County.

7 VII TERMINATION OF AGREEMENT OR PROJECT:

Micro Fiched

8 A. County or Consultant may cancel or suspend work under
9 this agreement upon fifteen (15) days written notice to the other
10 party, or immediately after submission to County by Consultant of
11 any completed item of service specified in Article II. Consultant
12 shall immediately cease all work under this Agreement in the event
13 of cancellation or suspension.

14 B. In the event of cancellation of this Agreement or suspen-
15 sion of work by either County or Consultant, Consultant shall
16 receive compensation as follows:

- 17 (1) For approved items of service under Article II,
18 compensation shall be in the amount outlined under
19 Article V for the item of service fully performed
20 by Consultant.
- 21 (2) For items of service on which a proceed order has
22 been issued by County but which has not been fully
23 completed and approved, Consultant shall be compensated
24 for the service in amount which bears the same ratio
25 to the total fee otherwise payable for the performance
26 of the service as the service actually rendered bears
27 to the total service necessary for the full performance
28 of the service.
- 29 (3) In no event shall the total compensation paid in
30 the immediately preceding paragraphs exceed the
31 payment specified in Article V for the respective
32 items of service to be furnished by Consultant.

1 C. Upon cancellation of this Agreement or suspension of
2 work by either County or Consultant, all rights of the parties
3 shall terminate, except as to payments due Consultant hereunder.

4 D. Upon cancellation of this Agreement or suspension of work
5 by either County or Consultant, Consultant shall furnish to
6 County all documents and drawings prepared under this Agreement,
7 whether complete or incomplete.

8 VIII REUSE OF PLANS:

Micro Fiched

9 A. In the event County desires to reuse the plans in total
10 or in part on this or any other site, or if County desires to
11 complete any uncompleted portion of the project, Consultant shall
12 be relieved of all responsibility for the construction resulting
13 from such reuse unless County enters into an Agreement with
14 Consultant for services in connection therewith.

15 B. Consultant shall not be entitled to any fees for such
16 use of plans unless County enters into an Agreement with
17 Consultant for services in connection therewith.

18 IX NONDISCRIMINATION IN EMPLOYMENT:

19 County and Consultant agree that no discrimination shall be
20 made in the employment of persons because of the race, color, sex,
21 religion or national origin of such person.

22 X TERMINATION OF THIS AGREEMENT:

23 This Agreement shall automatically terminate one year from
24 date of signing of the Notice of Completion. Consultant services
25 required after that termination date, insofar as they relate to
26 guarantees and warranties of the project, shall be compensated as
27 provided under Article 4, Extra Services, and shall be performed
28 upon written instruction by County.

29 XI PROJECT DIRECTOR:

30 The Project Director shall be the Director of Public Works
31 of the County or his authorized representative. He shall
32 represent County in all matters pertaining to the services to be

1 rendered under this contract except when approval is specifically
2 required by the Board of Supervisors.

3 XII CONSULTANT'S RESPONSIBILITY:

4 Consultant shall exercise all of the care and judgment
5 consistent with good practices in the performance of its work
6 under this Agreement. In addition, Consultant shall indemnify
7 and hold the County harmless from any claims, liabilities, costs
8 and expense as a result of any injury to persons or property
9 resulting from the performance by Consultant of the Agreement.

10 XIII AUTHORITY OF COUNTY:

Micro Fiched

11 This Agreement shall not be considered as giving exclusive
12 authority to Consultant for performing all services pertaining to
13 the design and construction of the project. County may perform,
14 or have performed, any phase, or any portion of any phase, of the
15 various professional services outlined in Articles II, III, and
16 IV without any liability or obligation to Consultant.

17 XIV NOTICES:

18 All notices shall be deemed to have been given when made in
19 writing and delivered or mailed to the respective representatives
20 of County and Consultant at its respective address as follows:

21 Consultant:

WIRTH & LONG/ARCHITECTS, INC.
BY: Gary F. Wirth

666 Dead Cat Alley

Woodland, California 95695

22
23
24
25
26
27 County: _____
28 _____
29 _____
30 _____
31
32

1 XV PLAN COMPLETION:

2 Consultant shall complete and present to County for approval
3 final construction drawings and final cost estimates not later than
4 SEPTEMBER 1, 1979 .

5 XVI SPECIAL CONDITIONS:

Micro Fiched

6 _____
7 _____
8 _____
9 _____
10 _____
11 IN WITNESS WHEREOF, the parties hereto have executed this
12 Agreement the day and year first above written.

13 COUNTY OF YOLO, A Political Sub-
14 division of the State of California

15 By Bose, A. Marchand
16 Chairman of the Board of Super-
17 visors, of Yolo County, California

18 Attest:

CONSULTANT

19 PETER McNAMEE

Clerk

By [Signature]

WIRTH & LONG/ARCHITECTS, INC.
Gary T. Wirth

20 By Pete G. Lucas, Deputy

21 APPROVED AS TO FORM:
22 [Signature]

23 County Counsel, Yolo County

24 JUN 11 1979



WIRTH & LONG / ARCHITECTS, INC.

666 DEAD CAT ALLEY

(916) 662-9146
447-2782
WOODLAND, CA 95695

EXHIBIT A

CHARGE OUT RATES

Principal	\$ 37.75
Associate #1	31.00
Associate #2	26.50
Technician #1	24.25
Technician #2	19.50
Technician #3	19.50
Technician #4	14.25
Technician #5	14.25
Technician #6	12.75
Administration #1	15.75

Micro Fiched

PRINCIPALS

GARY F. WIRTH, AIA
KEITH F. LONG, AIA

ASSOCIATES

MARVIN E. KLINKHAMMER
KENNETH P. LA GRONE

FILED

JUN 12 1979

PETER McNAMÉE, Clerk

By [Signature]
DEPUTY

AGREEMENT NO. 79-227

THIS AGREEMENT made and entered into this 12th day of June, 1979, by and between the County of Yolo, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and Harvey Wm. Glasser, M.D., doing business as WESTERN PHYSICIANS' MEDICAL GROUP, hereinafter referred to as "CONTRACTOR".

W I T N E S S E T H:

I. OBJECTIVE.

The objective of this contract is to provide Yolo General Hospital with competent professional coverage of:

- A. The Emergency Room 24 hours a day, 7 days a week. Micro Fiched
- B. Out-Patient Family Practice Center 8 hours a day, 5 days a week.

C. In-Patient care for acute, extended care, and long-term care unit, (including responding to all emergencies within the hospital).

II. SERVICES.

A. CONTRACTOR agrees to provide physician services necessary to staff the hospital to provide coverage as indicated in I.

B. In performing the services as set forth above, CONTRACTOR agrees to provide professional physician services for all patients who are presented, or who present themselves, for treatment in the Emergency Room or Clinic, including any patients brought to the hospital by any County Departments, including but not limited to the Sheriff's Department, Health Department, Probation Department, Welfare Department or any other County departments.

C. In meeting the requirements set forth in paragraph I above, CONTRACTOR agrees to utilize a stable group of four to six physicians. Said physicians will be required to establish permanent residence within the county within a reasonable period of time, be readily available for court appearances when required, and to otherwise engage in those hospital activities necessary to enhance the posture of the hospital in the eyes of the patients, licensing authorities.

1 D. The physicians providing Emergency Room and Clinic services
2 under this agreement at Yolo General Hospital will not be utilized to
3 provide Emergency Room and Clinic services on a contract basis elsewhere
4 in Yolo County without the prior written approval of the Hospital
5 Administrator in each instance.

6 E. CONTRACTOR agrees to perform employment physical examinations
7 for hospital employees without cost, up to a maximum of 120 such physicals
8 each year.

9 III. CONSULTATIONS AND/OR PATIENT REFERRALS.

Micro Fiched

10 It is agreed by COUNTY that should a medical patient present
11 himself to the Emergency Room and/or Clinic requiring a level of care
12 beyond the normal capabilities of the Emergency Room and/or Clinic, and
13 should appropriate consultation be unavailable from other physicians
14 willing to provide services to the hospital, such cases shall be
15 transferred to or referred to an alternative appropriate facility as provided
16 in hospital policy directives.

17 IV. NURSES AND SUPPORTIVE STAFF.

18 COUNTY shall provide the services of licensed registered nurses
19 and/or vocational nurses and such other supportive personnel as may be
20 necessary for the efficient operation of the activity. In professional
21 medical matters, normal direction and control of this staff shall rest
22 with the physicians. The selection and retention of such personnel rests
23 with the COUNTY, which will consult and give due consideration to any
24 recommendations made by the physicians.

25 V. HOSPITAL AND GOVERNMENT AUTHORITIES.

26 Physicians providing medical care in discharging their duties
27 shall comply with all laws, rules, regulations, and licensing and
28 accreditation standards, and all hospital rules and regulations including
29 the development and maintenance of medical records.

30 VI. QUARTERS AND MEALS.

31 COUNTY shall furnish the physicians an appropriate furnished
32 room in which they may rest and/or sleep when their services are

1 otherwise not required. Meals shall be provided to physicians at the same
2 cost as to other hospital employees when the physicians are on duty. In
3 addition, physicians will be provided office space for administration of the
4 department, together with housekeeping, laundry, and telephone services,
5 excluding personal toll calls.

6 VII. TERM.

Micro Fiched

7 This agreement shall commence on July 1, 1979, and remain in effect on
8 a continuing basis; however, it may be terminated by either party during the
9 first year or any subsequent year by giving written notice thereof to the other
10 party at least ninety (90) days prior to the close of the County's fiscal year.

11 VIII. NOTICES.

12 Any notice to be given to CONTRACTOR may be given personally or by
13 depositing the same in the United States Mail, postage prepaid, and addressed
14 to CONTRACTOR at the following address: Western Physicians Medical Group,
15 1124 Ballena Boulevard, Second Floor, Alameda, California 94501. Any notice
16 to be given to COUNTY may be given by depositing the same in the United States
17 Mail, postage prepaid, and addressed as follows: Administrator, Yolo General
18 Hospital, 170 W. Beamer Street, Woodland, California 95695.

19 IX. STATUS.

20 In the performance of the work, duties and obligations developing
21 upon CONTRACTOR under the agreement, CONTRACTOR is at all times acting
22 and performing as an independent contractor practicing the profession of
23 physician and surgeon. COUNTY shall not have nor exercise any control
24 or direction over the methods by which CONTRACTOR shall perform its work
25 and function, except the CONTRACTOR does by this agreement agree to perform
26 the work and functions at all times in strict accordance with currently
27 approved methods and practices in the profession. The sole interest of
28 COUNTY is to assure that said work and functions shall be performed and
29 rendered in a competent, efficient, and satisfactory manner.

30 It is agreed and CONTRACTOR makes the following statement of
31 contract status for the purpose of facilitating reimbursement under
32 Title XVIII and Title XIX of Social Security Act, as amended, and otherwise.

1 CONTRACTOR receives compensation from patient and COUNTY pursuant to this
2 Agreement which by virtue of this Agreement fully compensates CONTRACTOR
3 for all services performed at Yolo General Hospital.

4 As a physician at Yolo General Hospital, CONTRACTOR will be
5 performing professional physician services for all patients presenting
6 themselves for treatment without regard to color, religious belief,
7 occupation and/or ability to pay. Physicians will provide services for
8 patients in said hospital who are covered by the Supplemental Medical
9 Insurance for the aged program as established under Title XVIII and for
10 patients covered by Title XIX of the Social Security Act, and for
11 non-indigent patients requiring treatment. All physician services
12 performed by CONTRACTOR for such patients during the term of this
13 Agreement will be undertaken within the course and scope of the provisions
14 of this Agreement with the County of Yolo. Micro Fiched

15 CONTRACTOR hereby acknowledges the right of COUNTY or any of
16 its duly authorized administrators to accept any assignment made by any
17 person who received medical treatment from CONTRACTOR at the Yolo General
18 Hospital pursuant to this Agreement, the amount payable to such persons
19 for the medical treatment given under Title XVIII or Title XIX of the
20 Social Security Act or to non-indigent patients receiving treatment
21 and to receive any payments which may be made pursuant to such
22 assignment.

23 X. COMPENSATION.

24 A. CONTRACTOR shall charge patients on a fee-for-service
25 basis. CONTRACTOR's charges shall be mutually agreed upon in writing by
26 CONTRACTOR and the Hospital Governing Board. CONTRACTOR, or its designated
27 agent, shall be responsible for billing and collection of professional
28 fees. The parties acknowledge that the schedule or other basis by which
29 fees-for-services are determined is an important element of the County's
30 policy for providing medical care.

31 COUNTY agrees to act as, and CONTRACTOR hereby irrevocably
32 designates COUNTY as, the collection agent. CONTRACTOR shall file with

1 the business office of the Hospital daily memoranda on forms agreed upon
2 between the parties, covering services performed at the fees hereinabove
3 mentioned, and shall and does hereby assign the collection of such
4 charges to the Hospital. The Hospital's charges to the patient shall
5 be separate and distinct from the charges by CONTRACTOR; however, patients
6 may be sent a billing which includes a combined hospital and CONTRACTOR
7 charge. If the patient billing includes such a combined charge, it Micro Fiched
8 must be clearly indicated that the charge includes CONTRACTOR's professional
9 component and that Hospital is acting as billing agent for the CONTRACTOR.

10 On or before the tenth working day of the month, the Hospital
11 shall present to CONTRACTOR a statement which includes computations
12 of CONTRACTORS fees based upon the formula hereinafter described,
13 together with a check representing CONTRACTOR's fees, said check shall
14 be equivalent to CONTRACTOR's charges based on total gross billings
15 of CONTRACTOR for the preceeding month; to compensate COUNTY for the
16 costs of administration in connection with acting as the billing and
17 collection agent of CONTRACTOR, and for uncollectible bad debts,
18 CONTRACTOR agrees the COUNTY may deduct twenty-five percent (25%) from
19 said combined gross billings. The net professional amount reimbursed,
20 therefore, shall be seventy-five percent (75%) of said combined gross
21 billing.

22 It not being possible as a practical matter to predict
23 accurately the volume of patient utilization of the departments, and
24 it being necessary to insure high quality of professional coverage,
25 Hospital agrees to pay CONTRACTOR a guaranteed monthly minimum of the
26 sum of Fourteen Thousand (\$14,000.00) Dollars (which is the same
27 guaranteed monthly minimum as contained in the prior year's agreement
28 for outpatient services), plus Three Thousand and No/100 (\$3,000.00) Dollars
29 (the same monthly amount which hospital has paid during the past year for
30 inpatient acute, extended and long-term care coverage); a total therefore of
31 Seventeen Thousand (\$17,000.00) Dollars per month on the tenth (10th) working
32 day of the succeeding month. In consideration of the guaranteed minimum monthly

1 compensation, CONTRACTOR agrees that the maximum compensation under this
2 agreement for any fiscal year (July 1 - June 30) shall not exceed Two
3 Hundred Fifty-Five Thousand (\$255,000.00) Dollars. If 75% of the gross
4 billings exceed \$255,000.00 in a fiscal year, the amount by which 75% of
5 gross billings exceed \$255,000.00 for that fiscal year shall be retained
6 by COUNTY.

7 Payment of all sums under this part shall be made to CONTRACTOR
8 at the above mentioned address.

Micro Fiched

9 B. As part of the compensation for services rendered pursuant
10 to this Agreement, the COUNTY shall, at its expense, obtain professional
11 liability insurance covering services rendered at Yolo General Hospital
12 by CONTRACTOR physicians pursuant to this Agreement. Physicians providing
13 service under this Agreement shall be insured as additional insured by
14 appropriate amendment to the existing COUNTY malpractice and liability
15 insurance policy. COUNTY shall provide malpractice coverage in the
16 amount of \$5,000,000 from any one incident and shall furnish evidence of
17 such insurance to CONTRACTOR.

18 XI. STAFF MEMBERSHIP.

19 In accordance with and subject to the Constitution and By-Laws
20 of the Hospital Medical Staff, all physicians performing services for
21 CONTRACTOR pursuant to the provisions of this Agreement, shall apply for
22 appointment to the Medical Staff in accordance with Medical Staff By-Laws,
23 Rules and Regulations. Physicians shall submit to the Hospital
24 Administrator completed applications for staff privileges at least
25 seven (7) calendar days before performing any duties under this contract,
26 unless otherwise individually waived in writing by the Hospital
27 Administrator.

28 XII. CONTRACT ADMINISTRATION.

29 The Hospital Administrator shall be responsible for the
30 administration of this Agreement, approval of compensation statements,
31 and such other matters of hospital service related to the mutual and
32 satisfactory service of this Agreement, subject to the hospital rules,

1 State Law, and policies of the Board of Supervisors. CONTRACTOR shall
2 provide to the Hospital Administrator a monthly schedule of physicians
3 scheduled to work the Emergency Room and Clinic at least seven (7)
4 calendar days before the effective date of said monthly schedule.

5 XIII. This agreement supersedes Agreement 78-104.

6 IN WITNESS WHEREOF, the parties hereto have executed this
7 Agreement as of the date hereinabove set forth.

Micro Fiched

COUNTY OF YOLO, a political subdivision
of the State of California

Bob A. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

14 ATTEST:

15 PETER McNAMEE, CLERK

16 By: *P. E. Lacer*

Deputy

(SEAL)

20 APPROVED AS TO FORM
21 CHARLES R. MACK
COUNTY COUNSEL

22 By: *Charles R. Mack*

DEPUTY COUNTY COUNSEL

Harvey Wm. Glasser
HARVEY WM. GLASSER, M.D., dba,
WESTERN PHYSICIANS MEDICAL GROUP

9931

CONTRACT AMENDMENT

Reference is made to that contract made and entered into on the 5th day of December, 1978, between the County of Alameda and _____ County of Yolo

Said contract is hereby amended by changing page 2, paragraph IX to read as follows:

"The terms of this agreement shall commence on the 1st day of November, 1978, and shall terminate June 30, 1979."

Micro Fiched

Except as herein amended, the parties hereto have executed this amendment to contract this 29th day of May, 1979.

County of Alameda

By

Valerie A. Raymond

Valerie Raymond
Chairman, Board of Supervisors

Approved as to Form:

RICHARD J. MOORE, COUNTY COUNSEL

By

BZ
Deputy County Counsel

Bobby G. Moreland
Contractor

CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA

I, William McNamee, Clerk of the Board of Supervisors, do hereby certify under penalty of perjury that a copy of the attached document has been delivered to the Chairman, Alameda County Board of Supervisors, as provided in Section 25103 of the Government Code.

Dated:

MAY 29 1979

William McNamee
WILLIAM MCNAMEE, CLERK OF
THE BOARD OF SUPERVISORS

Approved as to Form

Dated

[Signature]
County Counsel of Yolo County

FILED

JUN 12 1979

PETER McNAMEE, Clerk

By [Signature] DEPUTY

REEL.....IMAGE.....

MAY 29 1979
Approved as to Form
HARD J. MOORE, County Counsel

By.....Deputy

THE BOARD OF SUPERVISORS OF THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA

On motion of Supervisor....., Seconded by Supervisor.....
and approved by the following vote,

Ayes: Supervisors.....

Noes: Supervisors.....

Excused or Absent: Supervisors.....

THE FOLLOWING RESOLUTION WAS ADOPTED:

NUMBER 183059

MODIFICATION OF CONTRACT

Micro Fiched

BE IT RESOLVED that Valerie A. Raymond, Chairman of the Board of Supervisors of the County of Alameda, be and she is hereby authorized and directed to execute on behalf of the County of Alameda that certain modification of contract by and between the County of Alameda and the COUNTY OF YOLO, Contract No. 9939, providing for the County of Yolo to share in the cost of the consultant agreement with Alameda County and Brayr Terzian to provide for the coordination and facilitation of rates for private and group homes and institutions, covering the period from November 1, 1978 to June 30, 1979.

BE IT CERTIFIED THAT THE FOREGOING IS A COR-
RECT COPY OF A RESOLUTION ADOPTED BY
THE BOARD OF SUPERVISORS OF THE
COUNTY OF CALIFORNIA

MAY 29 1979
MAY 29 1979

ATTEST:

WILLIAM MEIRWEIN, CLERK OF
THE BOARD OF SUPERVISORS

[Signature]

COUNTY OF YOLO

Subgrant Signature Sheet

*Book*Title IV SYEPAgreement/ **89-229**
Subgrant No.Grantor (PRIME SPONSOR)
COUNTY OF YOLO, a political subdivision
of the State of CaliforniaSubgrantee
Yolo County Superintendent of Schools

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and The Yolo County Superintendent of Schools hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

FILED

Program

Project M.O.V.E. Summer Youth Employment Program

JUN 19 1979

Address

423 Main Street

PETER McNAMEE, Clerk

By Pickie McNamee

DEPUTY

City

Phone

Woodland, California 95695

666-0925

Program Director

Micro Fiched

Jesus M. Moreno

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973 as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the General Assurances and the Additional Assurances.

The term of the SUBGRANT shall begin on April 1, 1979.The term of the SUBGRANT shall end on September 30, 1979.The total amount of the SUBGRANT is \$11,672.

Approved for the SUBGRANTEE

Approved by the GRANTOR (PRIME SPONSOR)

By Signature

By Signature

JACK P. POTTERDate 6-19-79Name and Title Betsy A. MarchandDate JUN 12 1979County Superintendent of Schools
175 Walnut StreetBetsy A. Marchand, Chairperson
Yolo County Board of Supervisors

WOODLAND, CALIFORNIA 95695

Type name and Title of Authorized Officer

1 SUBGRANT

2 COUNTY OF YOLO

3 This SUBGRANT dated this 1st day of April
4 1979, by and between the County of Yolo, a political subdivision,
5 hereinafter called Prime Sponsor or County, and the Yolo County
6 Superintendent of Schools hereinafter called SUBGRANTEE.

7 W I T N E S S E T H:

Micro Fiched

8 Recitals

- 9 1. County of Yolo is a Prime Sponsor within the meaning of the
10 Comprehensive Employment and Training Act of 1973, as amended
11 (PL 93-203 and PL 93-567), hereinafter referred to as CETA
12 and as such by Code of Federal Regulations is charged with the
13 basic responsibilities of a Prime Sponsor and the parts and
14 sections of CETA referred to therein, which provides as follows
15 (a) Compliance with plans and assurances.
16 (b) Compliance with Part 98 of the Regulations.
17 (c) Establish priorities for receipt of assistance authorized
18 under the Act taking into account the priorities identified
19 by the Secretary and the significant segments represented
20 among the economically disadvantaged, unemployed,
21 and underemployed residing within the jurisdiction.
22 (d) Designing program operating activities which are to the
23 maximum extent feasible, consistent with every participant's
24 fullest capabilities and will lead to employment
25 opportunities enabling every participant to become
26 economically self-sufficient, and will contribute to the

occupational development or upward mobility of every participant (Secs. 101 and 703 (9)).

(e) Advising all participants of their rights and responsibilities prior to entering the program and granting the opportunity for an informal hearing as provided in §98.26; and

(f) Making maximum efforts to achieve the provisions of the plan.

2. Yolo County Superintendent of Schools is by virtue of this agreement a SUBGRANTEE of County under CETV, within the jurisdiction of County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

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1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

- (a) This SUBGRANT.
- (b) Signature Sheet.
- (c) Assurances and Certification.
- (d) Program Narrative
- (e) Operating Budget
- (f) Special Conditions
- (g)
- (h)
- (i)

1 2. Program

2 SUBGRANTEE shall in a manner satisfactory and proper as
3 determined by PRIME SPONSOR perform the services described in
4 the attachments listed above under Subgrant which are subject
5 to all the terms, conditions, and assurances of this SUBGRANT.

6 3. Term

7 The term of this SUBGRANT shall begin April 1, 1979,
8 and shall end September 30, 1979, as set forth in the
9 Signature Sheet. Grant funds may not, without advance written
10 approval by PRIME SPONSOR, be obligated before the beginning
11 of the term or after the ending of the term.

12 4. Payment

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13 PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and
14 necessary costs incurred in the performance of this contract
15 in accordance with the following:

16 (a) Total Reimbursement shall not exceed the amount of
17 \$ 11,672, as set forth on Signature Sheet.

18 (b) Payment of costs incurred in the performance of this
19 contract shall be paid on the basis of an approved
20 monthly claim as follows:

21 (1) Within ten (10) days following the completion of
22 each calendar month SUBGRANTEE shall submit to
23 PRIME SPONSOR a claim itemizing all expenditures
24 made pursuant to this subgrant during the preceding
25 month.

26 (2) The County Administrative Officer of PRIME SPONSOR,

1 or his designee, shall review that claim, may review
2 the records, books of account, trial balance and
3 vouchers of SUBGRANTEE, and shall approve the claim
4 to the extent that SUBGRANTEE has incurred reasonable
5 and necessary costs pursuant to this subgrant,
6 including the Budget Schedules attached hereto.

7 (3) To the extent permitted by the Federal Government,
8 the County Administrative Officer or his designee
9 may approve in advance of working capital to SUB-
10 GRANTEE. Each advance of working capital shall be ^{Micro Fiched}
11 made on application in writing by SUBGRANTEE. Each
12 approval shall be in writing and shall set forth
13 the terms for repayment. Repayment shall be offset
14 against amounts payable on monthly claims. The
15 terms of repayment may be modified by written order
16 of the County Administrative Officer or his designee.
17 Upon termination of this subgrant any unpaid advances
18 shall be offset against any remaining payments to
19 SUBGRANTEE. Any advances exceeding remaining pay-
20 ments shall be repaid to PRIME SPONSOR immediately.

21 (c) Reasonable and necessary costs shall be determined by
22 PRIME SPONSOR in accordance with the requirements of the
23 United States Department of Labor and the United States
24 OMB, Circulars A-87 and A-101, and any additional
25 requirements or procedures established by PRIME SPONSOR.

26 (d) It is expressly understood by PRIME SPONSOR and

1 SUBGRANTEE that PRIME SPONSOR has made applications to the
2 United States Department of Labor for a grant of funds
3 under the Comprehensive Employment and Training Act of
4 1973, as amended, for the purpose of funding services
5 under this contract and that PRIME SPONSOR is not
6 obligated to provide funds to SUBGRANTEE and SUBGRANTEE
7 is not obligated to provide services under the contract
8 until such funds are available to PRIME SPONSOR by the
9 Department of Labor.

- 10 (e) Approved claims shall be paid only from funds granted to
11 PRIME SPONSOR by the U. S. Department of Labor.

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12 5. Records, Audit, Inspection

13 (a) Establishment and Maintenance of Records

14 The SUBGRANTEE shall maintain records, including but not
15 limited to books, financial records, supporting docu-
16 ments, statistical records, personnel, property and all
17 other pertinent records sufficient to reflect properly,

18 (a) all direct and indirect costs whatsoever nature
19 claimed to have been incurred and anticipated to be con-
20 current to perform this contract, and (b) all other
21 matters covered by this SUBGRANT for which the mainten-
22 ance and retention of records is required by law,
23 including but not limited to U.S. OMB Circulars No.
24 A-87 and No. A-102, and regulations of the U.S. Department
25 of Labor, including but not limited to 29 CFR & 98.18.
26 The obligation to maintain and preserve records shall not

1 be diminished by any instructions or advice given by
2 PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable
3 written reports to PRIME SPONSOR.

4 (b) Preservation of Records

5 SUBGRANTEE shall preserve and make available its records
6 related to this SUBGRANT (a) until the expiration of
7 three (3) years from the date of final payment to
8 SUBGRANTEE under this SUBGRANT (b) for such longer period
9 if any, as required by applicable law. Micro Fished

10 If this SUBGRANT is terminated, the records
11 relating to this SUBGRANT shall be preserved
12 and made available for a period of three (3)
13 years from the date of any resulting final
14 settlement.

15 (c) Accounting by SUBGRANTEE

16 SUBGRANTEE shall establish and maintain at all times, on
17 a current basis in conjunction with the Program, an
18 adequate accrued accounting system covering all costs,
19 items and expenditures with respect to the Program, in
20 accordance with generally accepted accounting principles
21 and standards, and in accordance with requirements of the
22 Federal Government and any PRIME SPONSOR requirements as
23 set forth in the SUBGRANTEES' Fiscal Activities Manual.

24 (d) Examination of Records and Facilities

25 At any time during normal business hours, PRIME SPONSOR
26 or duly authorized representative thereof, shall until

1 expiration of three (3) years after final payment under
2 this SUBGRANT have access to and the right to examine its
3 offices, and facilities engaged in performance of this
4 SUBGRANT and all its records with respect to all matters
5 covered by this SUBGRANT, including the right to audit,
6 examine and make excerpts of transcripts and from such
7 records to make audit of all contracts and subcontracts,
8 invoices, payrolls, records or personnel conditions of
9 employment, material and all other data relating to
10 matters covered by the SUBGRANT.

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11 (e) Documentation of Cost

12 All cost shall be supported by properly executed payrolls
13 time records, invoices, contracts, or vouchers or other
14 official documentation evidencing in proper detail the
15 nature of propriety of the charge. All checks, payrolls,
16 accounting documents, pertaining in whole or part of this
17 contract shall be clearly identified and readily
18 accessible.

19 6. Suspension of Disallowance of Payments

20 PRIME SPONSOR may at any time elect to offset against, suspend
21 or disallow payment to SUBGRANTEE in whole or part or to de-
22 mand repayment under this agreement in the event of any of the
23 following occurrences, to wit:

- 24 (a) If SUBGRANTEE (with knowledge) shall have made any mis-
25 representation of any nature with respect to any
26 information or data furnished to PRIME SPONSOR in

1 connection with Program.

2 (b) If SUBGRANTEE is in default under any provisions of this
3 agreement.

4 (c) If SUBGRANTEE maintains a pattern of discrimination.

5 (d) If SUBGRANTEE incurs unreasonable administrative costs
6 in the conduct of activities and program.

7 (e) If the SUBGRANTEE fails to comply with any other terms
8 and conditions of this SUBGRANT.

9 (f) If SUBGRANTEE submits to PRIME SPONSOR any reports
10 which are incorrect or incomplete in any material
11 respect.

12 7. Termination of SUBGRANT

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13 (a) With Cause

14 PRIME SPONSOR may terminate the SUBGRANT in the following
15 instances by giving written notice to the SUBGRANTEE at
16 least five (5) days prior to the effective termination
17 date stated in the notice:

18 (1) If through any cause SUBGRANTEE shall fail to ful-
19 fill in timely and proper manner its obligations
20 under this Agreement.

21 (2) If SUBGRANTEE shall violate any of the covenants
22 or stipulations of this Agreement.

23 (3) If the grant from the U. S. Department of Labor
24 under which this Agreement is made is terminated.

25 (4) If SUBGRANTEE is unable or unwilling to comply with
26 such additional conditions as may be lawfully applied

1 by the U. S. Department of Labor to the grant under
2 which this Agreement is made. SUBGRANTEE shall not
3 be relieved of liability to PRIME SPONSOR for
4 damages sustained by PRIME SPONSOR by virtue of
5 any breach of the Agreement by SUBGRANTEE and PRIME
6 SPONSOR may withhold any reimbursement to SUBGRANTEE
7 for the purposes of setoff until such time as the
8 exact amount of damages due PRIME SPONSOR from
9 SUBGRANTEE is agreed upon or otherwise determined.

10 (b) Without Cause

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11 PRIME SPONSOR may terminate this SUBGRANT at any time by
12 giving written notice to SUBGRANTEE of such termination
13 and specifying the effective date thereof, at least 30
14 days before the effective date of such termination. If
15 the SUBGRANT is terminated by PRIME SPONSOR as provided
16 herein, SUBGRANTEE will be paid an amount which the same
17 ratio to the total compensation as the services actually
18 performed bear to the total services of SUBGRANTEE
19 covered by this SUBGRANT, less payments of compensation
20 previously made.

21 8. Severability of Provisions

22 If any provisions of this SUBGRANT are held invalid, the re-
23 mainder of this SUBGRANT shall not be affected thereby, in
24 such remainder would then continue to conform to terms and
25 requirements of applicable law.

26 ///

1 9. Exculpatory Clause

2 SUBGRANTEE shall indemnify and hold harmless and defend PRIME
3 SPONSOR, its officers, employees and agents from and against
4 all claims, losses, liabilities, or damages, including attorney
5 fees, arising out of or resulting from the performance of this
6 Agreement, caused in whole or in part by any negligent act or
7 omission of SUBGRANTEE or anyone directly or indirectly
8 employed by SUBGRANTEE, regardless of whether or not it is
9 caused in part by a party indemnified hereunder.

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10 10. Legal Relationship

11 (a) It is herein understood and agreed that SUBGRANTEE is an
12 independent contractor and that no relationship of
13 employer-employee exists between the parties hereto.
14 That SUBGRANTEE shall not be entitled to any benefits
15 available to employees of PRIME SPONSOR. That PRIME
16 SPONSOR is not required to make any deductions from the
17 compensation payable to SUBGRANTEE under the provisions
18 of this Agreement; that as an independent contractor,
19 SUBGRANTEE thereby holds PRIME SPONSOR harmless from any
20 and all claims that may be made against PRIME SPONSOR
21 based upon any contention by any third party that an
22 employer-employee relationship exists by reason of this
23 Agreement.

24 (b) It is further understood and agreed by the parties hereto
25 that SUBGRANTEE in the performance of its obligations
26 hereunder is subject to the control or direction of PRIME

1 SPONSOR merely as to the result to be accomplished by the
2 services herein agreed to be rendered and performed and
3 not as to the means and methods for accomplishing the
4 result. Micro Fiched

- 5 (c) If, in the performance of this Agreement, any third
6 persons are employed as employees of SUBGRANTEE, such
7 persons shall be employed by and shall be entirely and
8 exclusively under direction, supervision and control of
9 Agreement nor any Agreement pursuant hereto shall
10 obligate the Federal Government to enter into any
11 Agreement with SUBGRANTEE or any other entity for Federal
12 financial assistance in connection with this Agreement;
13 or for the planning or undertaking of any work element
14 not included in this Agreement. Any such agreement will
15 be entered into at the sole discretion of the Federal
16 Government.

17 11. Monthly Report

18 SUBGRANTEE shall be responsible for filing monthly reports
19 with PRIME SPONSOR. Each report shall be made on forms
20 approved by PRIME SPONSOR and shall contain all data and
21 information concerning both quality and quantity of program
22 performance required by PRIME SPONSOR. Each report shall set
23 forth the extent to which the Program Performance Goals have
24 been met and shall explain in detail the reasons any such
25 plans have not been met. Each report shall set forth the
26 extent expenditures exceed a prorata portion of the entire

1 budget category for the term of this program and shall explain
2 in detail the reasons for such excess.

3 12. Procedures for Corrective Action

4 (a) Whenever the County Administrative Officer of PRIME
5 SPONSOR determines in the manner set forth herein that
6 SUBGRANTEE has failed to comply with any provision of
7 this SUBGRANT, the County Administrative Officer may
8 order corrective action. Micro Fished

9 (b) Before making such an order, the County Administrative
10 Officer or his designee shall give SUBGRANTEE ten (10)
11 days' written notice setting forth the nature of SUB-
12 GRANTEE'S noncompliance and a procedure whereby SUBGRANTEE
13 and its officers or responsible employees may have an
14 opportunity to meet with the County Administrative
15 Officer or PRIME SPONSOR or his designee for the purposes
16 of considering the need for and nature of corrective
17 action.

18 (c) An order for corrective action shall be in writing and
19 shall set forth specific directions for corrective action
20 a detailed timetable for implementing the specific
21 directions for reporting to PRIME SPONSOR as to
22 implementation. The order shall be served on SUBGRANTEE.

23 (d) If SUBGRANTEE shall fail to implement an order for
24 corrective action, or if it shall fail to do so within
25 the timetable set for implementation, the County
26 Administrative Officer of the PRIME SPONSOR may recommend

1 that the Governing Body suspend payments hereunder or
2 terminate this SUBGRANT.

- 3 (e) If SUBGRANTEE shall fail to comply with the administrativ
4 requirements of this SUBGRANT, such as those requiring
5 the timely submission of all periodic reports, and if
6 such failure shall not be suggestive of other apparent
7 misfeasance, malfeasance, or nonfeasance, the County
8 Administrative Officer shall be empowered, without con-
9 sultation with the Governing Body, to suspend or delay
10 any and all payments under this SUBGRANT until such
11 failure is rectified.

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12 13. Property

- 13 (a) Any property acquired by SUBGRANTEE pursuant to this
14 Agreement shall be governed by the provisions of
15 Attachment N of ONE Circular No. P-102 and SUBGRANTEE
16 shall be subject to the obligations of grantee set
17 forth therein, and as between PRIME SPONSOR and SUB-
18 GRANTEE, PRIME SPONSOR shall have all the rights of
19 grantee agency set forth therein. Generally it is
20 expected that grant property will be retained and used
21 throughout its useful life in the grant program for
22 which it was acquired or if that program is terminated,
23 or if the property is no longer needed in the program,
24 in any other similar program of SUBGRANTEE, or PRIME
25 SPONSOR.

- 26 (b) The SUBGRANTEE'S Property Standards of Non-Expendable

1 Personal Property shall include the following procedural
2 requirements:

- 3 (1) Property records shall be maintained accurately and
4 provided for: A description of the property, manu-
5 facturer's serial number or other identification
6 number, acquisition data and cost, source of the
7 property, use and condition of property. Micro Fished
8 (2) Physical inventory of property shall be taken and
9 the result reconciled with the property records
10 at least once a year to verify the existence,
11 current utilization, and continued need for property
12 (3) Adequate maintenance procedures shall be implemented
13 to keep property in good condition.
14 (4) A control system shall be in effect to insure
15 adequate safeguards to prevent loss, damage, or
16 theft to property. Any loss, damage or theft of
17 non-expendable properties shall be investigated
18 and fully documented.

19 14. Contingent Fee

20 SUBGRANTEE warrants that no person, selling agency or other
21 organization has been employed or retained to solicit or
22 secure this agreement upon an agreement or understanding for
23 commission, percentage, brokerage, or contingency fee. For
24 breach or violation of this covenant the PRIME SPONSOR shall
25 have the right to annul this agreement without liability or,
26 at its discretion, to deduct from the compensation or otherwise

1 recover, the full amount of such commission, percentage,
2 brokerage, or contingency fee.

3 15. Laws

4 SUBGRANTEE shall comply with all the applicable laws, decisions
5 statutes, regulations and ordinances of the United States,
6 the State of California, and local governments.

7 16. Rights

Micro Fished

8 SUBGRANTEE agrees to and does hereby grant to the Federal
9 Government a royalty-free, non-exclusive and irrevocable
10 license throughout the world of government purposes to publish,
11 translate, reproduce, and otherwise use and dispose of, and to
12 authorize others to do so, all data, including reports,
13 patents, copyrights, drawings, blueprints, and technical
14 information resulting from the performance of the work under
15 this SUBGRANT. SUBGRANTEE will not include copyrighted
16 matter in the material furnished under this agreement without
17 written permission from the copyright owner. The SUBGRANTEE
18 further agrees that in the performance of this SUBGRANT no
19 person having interest that would conflict with the performance
20 of this SUBGRANT shall be employed.

21 17. Right to Reuse

22 If, under the provisions of this SUBGRANT, SUBGRANTEE develops
23 any systems analysis products, models, electronic data
24 processing systems, software and related services, SUBGRANTEE
25 agrees that the methods, materials, logic, and systems
26 developed pursuant to this SUBGRANT shall be the property of

1 PRIME SPONSOR, and be used as PRIME SPONSOR sees fit,
2 including the right to reuse and publish the same without
3 limitation.

4 18. Personnel

5 (a) SUBGRANTEE represents that he has, or will secure at his
6 own expense, all personnel required in performing the
7 services under this SUBGRANT. Such personnel shall not
8 be employees of or have any contractual relationship
9 with PRIME SPONSOR.

Micro Filled

10 (b) All of the services hereunder will be performed by
11 SUBGRANTEE or under his/her supervision, and all personnel
12 engaged in the work shall be fully qualified and shall be
13 authorized under State and local law to perform such
14 services.

15 (c) None of the work or services covered by this SUBGRANT
16 shall be subcontracted without the prior written approval
17 of PRIME SPONSOR.

18 (d) SUBGRANTEE may not terminate, layoff, or reduce the
19 working hours of an employee in anticipation of hiring
20 an individual with funds available under Title VI. In
21 addition, no participant shall be used to fill positions
22 or provide services normally provided by temporary,
23 part-time, or seasonal workers or contracted out, or to
24 fill full-time vacancies. SUBGRANTEE shall not hire any
25 person into any job funded under Title VI when any other
26 person is on lay-off from the same or any substantially

1 equivalent job.

2 19. Assignments

3 Without the written consent of PRIME SPONSOR, this SUBGRANT
4 is not assignable by SUBGRANTEE either in whole or in part.

5 20. Alterations

6 No alteration or variation of the terms of this SUBGRANT shall
7 be valid unless made in writing and signed by the parties
8 hereto.

9 21. Waiver

10 The waiver by PRIME SPONSOR of any default, breach or condition
11 shall not be construed as a waiver on the part of the PRIME
12 SPONSOR of any default, breach or condition precedent, or any
13 other right hereunder.

14 22. Successors

15 This SUBGRANT shall bind and insure to the successors in
16 interest of PRIME SPONSOR and SUBGRANTEE in the same manner
17 as if such party had been expressly named herein.

18 23. Cost of Living Council

19 The SUBGRANTEE agrees to comply with Applicable Regulations
20 and Standards of the Cost of Living Council in establishing
21 wages and prices.

22 24. Clean Air Act of 1970

23 If the amount of this SUBGRANT exceeds \$100,000, the SUBGRANTEE
24 agrees to comply with all applicable standards, orders, or
25 regulations issued pursuant to the Clean Air Act of 1970.

26 ///

1 25. Nepotism

2 Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall
3 hire, or cause or allow to be hired, a person into an
4 administrative capacity, staff position or public service
5 employment position funded under CETA, if a member of his or
6 her immediate family is employed in an administrative capacity
7 for the PRIME SPONSOR, SUBGRANTEE or any employing contractor.
8 However, where a state of local statute regarding nepotism
9 exists which is more restrictive than the policy, the eligible
10 applicant should follow the State of local statute in lieu of
11 the policy.

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12 (a) The term "member of the immediate family" includes: wife
13 husband, son, daughter, mother, father, brother,
14 brother-in-law, sister, sister-in-law, father-in-law,
15 mother-in-law, aunt, uncle, niece, nephew, step-parent,
16 and step-child.

17 (b) The term "Administrative capacity" includes those persons
18 who have overall administrative responsibility for a
19 program, including all elected and appointed officials
20 who have any responsibility for the obtaining of and/or
21 approval of any grant funded under the Act, such as
22 members of the PRIME SPONSOR Planning Council, other
23 officials who have an influence or control over the
24 administration of the program, as set forth in 29 CFR §
25 98.22(b)(3).

26 (c) The term "staff position" includes all CETA staff

positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

26. Non-Discrimination

This contract and any subcontract hereunder is subject to the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964, (as amended by the Equal Employment Opportunity Act of 1972) and Revised Order #4 of the Federal Register. The SUBGRANTEE agrees that any service, financial aid or other benefit to be provided by SUBGRANTEE under this SUBGRANT shall be furnished without discrimination because of sex, race, creed, color, religion, national origin, political affiliation, belief, heritage, or handicap (as defined in 29 CFR § 98.21(h)).

Micro Fished

27. Federal Aid

It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

28. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose other than for premium for fidelity bonds, PRIME

SPONSOR shall receive a statement from the chief Fiscal Officer of SUBGRANTEE or from SUBGRANTEE insurer assuring PRIME SPONSOR to satisfaction that all personnel of SUBGRANTEE handling funds receive from PRIME SPONSOR for disbursement under this agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, the SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until it is assured that the coverage initially approved by PRIME SPONSOR has been reinstated.

Micro Fiched

29. Insurance

SUBGRANTEE shall maintain an insurance plan for general liability, as prescribed by PRIME SPONSOR.

30. Entire Agreement Modifications

This agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this agreement. This agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

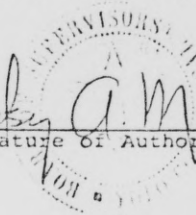
31. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet.

WHEREFORE, the parties have executed this SUBGRANT

No. 79-229 .

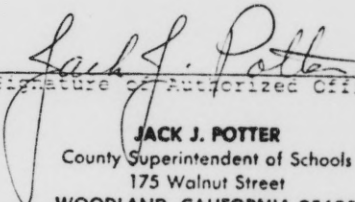
COUNTY OF YOLO, PRIME SPONSOR


Boby A. Marchand
(Signature of Authorized Officer)

Chairman, Yolo County Board of Supervisors
(Title of Authorized Officer)

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Yolo County Superintendent of Schools
(Legal Name of SUBGRANTEE)


(Signature of Authorized Officer)

JACK J. POTTER
County Superintendent of Schools
175 Walnut Street
WOODLAND, CALIFORNIA 95695

(Title of Authorized Officer)

June 19 19 79

(Corporate Seal)

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ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:

a. It will comply with the requirements of the Comprehensive Employment and Training Act (CETA) of 1973, as amended (P.L. 93-203, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1845 and P.L. 94-444, hereinafter referred to as the Act, and with the regulations promulgated thereunder; and

b. It will comply with OMB Circular number A-95 and Federal Management Circulars (FMC) 74-4 and 74-7, as those circulars relate to functions such as the utilization of funds, the operations of programs, and maintenance of records, books, accounts, and other documents under the Act.

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2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them.

3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:

a. It possesses legal authority to apply for the grant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required (sections 102(a); 701(a)(9) and (10)).

b. It will comply with title VI of the Civil Rights Act of 1964, (P.L. 88-352).

c. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Act (section 712).

d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any application for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (section 703(1)).

e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally-assisted programs.

f. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employees.

g. It will comply with the requirement that no program under the Act shall involve political activities (section 710 and 703(2)).

h. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (section 702(a)).

i. It will give the Secretary of Labor and the Comptroller General through any authorized representative the access to and the right to examine all records, books, papers, or documents related to the grant (section 713(2)).

j. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).

k. Appropriate standards for health and safety in work and training situations will be maintained (section 703(3)).

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).

m. Provision of workmen's compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act at the same level and to the same extent as other employees of the employer who are covered by a State or industry workmen's compensation statute; and provision of workmen's compensation insurance or medical and accident insurance for injury or disease resulting from their participation to those individuals engaged in any program activity under the Act, i.e., work experience, on-the-job training, public service employment, classroom training, services to participants, and other activities, where others similarly engaged are not covered by an applicable workmen's compensation statute (sections 703(6) and 208(4)).

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(8)).

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p. Training and related services will, to the extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9) and 105(a)(6)).

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).

r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (section 703(11)).

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703 (14)).

v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15)).

w. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

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x. It will comply with the labor standards requirements set out in section 706 of the Act.

y. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a)(1)(B) and 205(c)(1)).

z. No funds made available under the Act shall be used for lobbying activities in violation of 18 USCA 1913.

aa. If the applicant is financed by letter of credit:

(1) Letter of credit cash drawdowns will only be initiated when actually needed for its EIA grant(s) disbursements;

(2) Timely reporting of cash disbursements and balances will be made to the Employment and Training Administration as required;

(3) It will impose the same standards of timing and amount upon any secondary recipients including the furnishing of reports of cash disbursements and balances.

bb. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the EA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

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E. Additional Assurances for Title I Programs

In carrying out programs under Title I of the Act, the applicant assures and certifies that:

1. Manpower services, including job development, will be provided to those most in need of them including low income persons and persons of limited English-speaking ability, and that the need for continued funding of programs of demonstrated effectiveness is considered in serving such persons (section 105(a)(1)(D)).

2. Programs of institutional skill training shall be designed for occupations in which skill shortages exist (section 105(a)(6)).

3. The plan meets all the requirements of section 105(a) and the applicant will comply with all provisions of the Act (section 105(b)).

4. It will make such arrangements as are prescribed by regulation to assist the Secretary in carrying out his responsibilities under sections 105 and 108 of the Act (section 105(a)(7)).

5. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job training opportunities for veterans who have received other than a dishonorable discharge within 4 years before the date of their application (sec. 305(a) of P.L. 95-93).

On a continuing and timely basis, information on job vacancies and training opportunities funded under title I of the Act shall be provided to the State and local veterans employment service representative for the purpose of disseminating information to eligible veterans (section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974). Micro Fiches

6. Appropriate arrangements will be made to promote maximum feasible use of apprenticeship and other on-the-job training opportunities available under section 1787 of title 38, United States Code.

7. It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of title III (sec. 346(a)(2)).

C. Additional Assurances Relating to Public Service Employment Program

For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designed to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide

participants with self-development skills; except where exempt under the provisions of section 604 of the Act, provided, however, that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (sections 205(c) (4) and 604).

2. To the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate exceeds except where exempt under section 604 of the Act (sections 205(c) (6) and 604).

3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job (section 205(c) (7)).

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4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (section 205(c) (8)).

5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not otherwise be immediately available (section 205(c) (9)).

6. Periodic review procedures established pursuant to section 207(a) of the Act will be complied with (section 205(c) (17)).

7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of the Act to assist (section 205(c) (18)).

8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (sections 205(c) (19) and 604).

9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including opportunities for the disadvantaged (section 205(c) (21)).

10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (section 205(c) (22)).

11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (section 205(c) (23)).

12. The jobs in each promotional line in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each promotional line until applicable personnel procedures and collective bargaining agreements have been complied with (section 205 (c) (24)).

13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (section 205(c) (24)).

14. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specified effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job-training opportunities for veterans who have received other than a dishonorable discharge within four years before the date of their application (sec. 305(a) of Pub. L. 95-93).

In order to insure special consideration for veterans, all public service employment vacancies, except those to which former employees are being recalled, must be listed with the State employment service at least 48 hours (excluding Saturdays, Sundays, and holidays) before such vacancies are filled. During this period, the employment service may refer those veterans specified above. If sufficient numbers of veterans are not available, the employment service, upon request, may also refer members of other significant segments. All other applicants are to be referred after the 48-hour period (section 205(c)(5)). The eligible applicant should utilize the assistance of State and local veterans employment representatives in meeting its program goals.

Each eligible applicant shall, on a continuing and timely basis, provide information on job vacancies and training opportunities funded under the Act to State and local veterans employment representatives and to other veteran organizations for the purpose of disseminating information to eligible veterans (section 104(b) of the Emergency Jobs and Unemployment Assistance Act of 1974).

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15. To the extent possible, administrative staff shall be drawn from unemployed and underemployed persons (section 205(c)(201)).

D. Additional Assurances for Title II Programs

All assurances in C above apply to public service programs funded under title II. In addition, the applicant assures that:

Only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under title II of the Act and the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas (section 205 (c)(3)).

E. Additional Assurances for Title VI Programs

All assurances in C above apply to public service programs under title VI. In addition, the applicant assures that:

Only persons residing in the area served by the eligible applicant under title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas

except that funds allocated under Title VI of the Act (section 603 (2)(B)), to an area eligible for assistance under Title II of the Act shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment as defined in section 204(c). (Section 603(a)(2)). None of the participants hired under this Agreement shall be utilized for service not covered by the PROJECT ABSTRACT.

F. Additional Assurances for Title III Program

It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of Title III (sec. 346(a)(2)).

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The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

COUNTY OF YOLO, PRIME SPONSOR

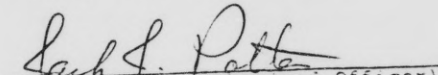

(Signature of Authorized Officer)

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Chairman, Yolo County Board of Supervisors
(Title of Authorized Officer)

Yolo County Superintendent of Schools
(Legal Name of Subgrantee)

June 19 1979


(Signature of Authorized Officer)
JACK J. POTTER
County Superintendent of Schools
175 Walnut Street
WOODLAND, CALIFORNIA 95695
(Title of Authorized Officer)

-1. Program Summary

Project M.O.V.E., the comprehensive manpower program of Yolo County and sponsored by the Yolo County Office of Education, proposes to operate a Summer Youth Employment Program for the summer of 1979. The purpose of the program is to provide economically disadvantaged youth between the ages of 14 and 21 with the opportunities, encouragement and support so vitally needed to fully develop their employment potential.

The goals of the program are:

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- 1) To encourage youth to be actively involved in the development of their educational and career goals.
- 2) To provide work experience in a chosen occupational area.
- 3) To enable youth to acquire work skills habits, and attitudes necessary to obtain and hold a job.
- 4) To motivate and help youth to continue their education.
- 5) To provide opportunities for personal growth and development.

The SYEP for 1979 will run for 10 weeks between June 1, 1979 and August 30, 1979. It is anticipated that 444 Yolo County

eligible youth will receive 4-8 hours of work experience daily, depending on their age. Eligibility for the program is determined by guidelines developed by the Department of Labor. Participants will receive an hourly wage of \$2.90 for each hour of participation.

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The primary activities of SYEP include work experience, tutoring in basic education for 25 potential school dropouts, and a series of workshops on labor market orientation. The activities are designed to enable youth who experience a number of employment barriers to gain a better understanding of the world of work, and to acquire meaningful vocational skills training to increase future job opportunities.

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
 Room 102, Yolo County Courthouse, Woodland, California 95695

CETA TITLE III OPERATING BUDGET

☒ ORIGINAL ☐ REVISION NO. _____ DATE May 30, 1979

Subgrantee Name and Address:

Yolo County Office of Education
425 Main Street
Woodland, California 95695

Contact Person Jesus M. Moreno

Phone 666-0925 Contract No. _____

Period: From 4-1-79 To 5-30-79

Program Name Summer Youth 1979

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MONTH	ACTIVITY							TOTAL
	CT	OJT	WEX	SERVICE	TRANSITION SERVICES	CEE	VEP	
OCT.								
NOV.								
DEC.								
JAN.								
FEB.								
MAR.								
APR.								
MAY			1,335					1,335
JUNE			10,337					10,337
JULY								
AUG.								
SEPT.								
TOTAL			11,672					11,672

MONTH	COST CATEGORY							TOTAL
	ADMIN.	ALLOW	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	
OCT.								
NOV.								
DEC.								
JAN.								
FEB.								
MAR.								
APR.	1,335					0		1,335
MAY	6,014		0	0		4,323		10,337
JUNE								
JULY								
AUG.								
SEPT.								
TOTAL	7,349		0			4,323		11,672

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

JACK J. POTTER

County Superintendent of Schools

For CETA Approval Only:

Jack A. Boyer 3-31-79
 Accountant Date

Name and Title of Authorized Official
Jack J. Potter
 Signature 6-16-79
 Date
 Signed

Joseph L. Boyer 6-8-79
 Principal Administrative Analyst Date

OPERATING BUDGET

CONTRACT NO. _____

SUBGRANTEE'S NAME AND ADDRESS

Yolo County Office of Education

425 Main Street

Woodland, California 95695

SUMMER ACTIVITIES	TOTAL	APRIL	MAY	
PARTICIPANT WAGES	0	0	0	
FRINGE BENEFITS	0	0	0	
F.I.C.A.	0	0	0	
Workers' Comp. Ins.	0	0	0	
P.S.E.				
Other				
TRAINING				
Staff Salaries				
Staff Fringe Benefits				
Staff Travel				
Special Program Tech. Assist.				
Subcontractor Training Cost				
Classroom Space Cost				Micro Fished
Supplies				
Telephone				
Books & Educational Aids				
Tuition & Ent. Fees				
Rental - Equipment				
Office Equipment				
Training Equipment				
Uncl. Training Cost				
SERVICES	4,323	0	4,323	
Staff Salaries	3,106	0	3,106	
Staff Fringe Benefits	614	0	614	
Staff Travel	300	0	300	
Special Program Tech. Assist.	0	0	0	
Space Cost	115	0	115	
Supplies	100	0	100	
Telephone	88	0	88	
Transportation	0	0	0	
Child Care				
Medical Assist.				
Rent Assist.				
Bonding Assist.				
Rental Equipment				
Office Equipment				
Uncl. Services Cost				
TOTAL NON-ADMINISTRATIVE COST	4,323	0	4,323	
ADMINISTRATIVE COST	7,349	1,335	6,014	
TOTAL - SUMMER ACTIVITIES	11,672	1,335	10,337	

SUBGRANTEE'S NAME AND ADDRESS
 Yolo County Office of Education
 425 Main Street
 Woodland, California 95695

OPERATING BUDGET

CONTRACT NO. _____

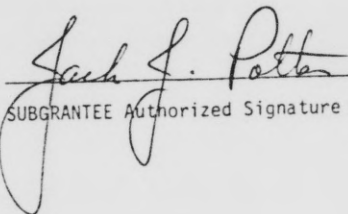
ADMINISTRATIVE SUBGRANTEE	TOTAL	APRIL	MAY	-	
INDIRECT COST	587	70	517		
SALARIES & WAGES	4,555	1,005	3,550		
FRINGE BENEFITS	1,151	184	967		
FICA	159	0	159		
Workers' Compensation	81	18	63		
Retirement	458	80	378		
Health & Life Insurance	407	76	331		
Unemployment Compensation Ins.	46	10	36		Micro Fished
TRAVEL	114	0	114		
Mileage Reimbursement	114	0	114		
Out-of-Town Travel	0	0	0		
CONSULTANT & PROFESSIONAL SERVICES	0	0	0		
Bookkeeping	0	0	0		
Legal	0	0	0		
Program Tech. Assist.	0	0	0		
SPACE COST	246	43	203		
Rental of Land & Buildings	354	28	126		
Utilities	92	15	77		
Janitorial Services	0	0	0		
Repairs to Buildings	0	0	0		
CONSUMABLE SUPPLIES	160	0	160		
Office Supplies	160	0	160		
Cleaning & Janitorial Supplies	0	0	0		
COMMUNICATION COST	216	33	183		
Telephone & Telegraph	191	33	158		
Postage	25	0	25		
OTHER COST	320	0	320		
Photocopy & Xerox	100	0	100		
Rental - Office Equipment	120	0	120		
Maintenance & Repair -Equipment	0	0	0		
Fid. & Gen. Insurance	0	0	0		
Uncl. Expenses	100	0	100		
EQUIPMENT	0	0	0		
Office Equipment	0	0	0		
Office Furniture & Fix.	0	0	0		
TOTAL	7,349	1,335	6,014		

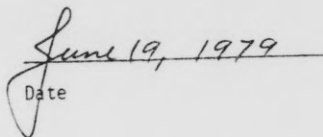
SPECIAL CONDITIONS

SUBGRANTEE agrees to comply with the following Special Conditions:

1. Enactments. Congress has enacted the Comprehensive Employment and Training Act Amendments of 1978. This enactment has led the U.S. Department of Labor to propose numerous changes in CETA regulations. SUBGRANTEE agrees to conduct the program approved by the Subgrant in accordance with the CETA Amendments of 1978 and also in accordance with implementing regulations as they are promulgated by the U.S. Department of Labor.

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SUBGRANTEE Authorized Signature and Title


Date

JUN 12 1979

PETER McNAMEE, Clerk

By W. E. Lucas
DEPUTY

Book

AGREEMENT NO. 79-230

(Memorandum of Understanding)

THIS MEMORANDUM OF UNDERSTANDING, entered into this day of June, 1979, by and between the COUNTY OF YOLO, a political subdivision of the State of California (hereinafter referred to as "COUNTY"), and YOLO COUNTY GOVERNMENT EMPLOYEES' ASSOCIATION (hereinafter referred to as "ASSOCIATION"),

WITNESSETH

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RECITALS:

1. Pursuant to the provisions of Resolution No. 72-75, Employer-Employee Relations Policy of the County of Yolo, the Board of Supervisors of COUNTY has designated ASSOCIATION as the recognized employee organization for the unit designated as the General Unit;
2. Representatives of the Board of Supervisors of COUNTY and representatives of ASSOCIATION have conferred regarding various matters within the scope of representation and entered into Agreement No. 79-9, a Memorandum of Understanding for a period commencing January 16, 1979, and ending June 30, 1980.
3. The parties to that Agreement No. 79-9 have further met and conferred pursuant to the provisions of the Meyers-Milias-Brown Act and said Resolution No. 72-75, and have reached an agreement and both desire jointly to prepare a written memorandum of such understanding which shall not be binding, to present to the governing body for determination pursuant to the provisions of Government Code Section 3505.1, and desire to do so so as to

1 amend the provisions of said Agreement No. 79-9.

2 AGREEMENTS:

3 1. Agreement No. 79-9 is hereby amended effective June 1,
4 1979, to read as follows:

5 9.7. Mileage. Any employee in the bargaining unit shall
6 be entitled to reimbursement for each mile traveled on County
7 business in his/her private vehicle. Within seven (7) working
8 days of submission of a claim to the department head, a
9 warrant will be issued to the employee.

10 9.7.1. The rate of reimbursement for the use of private
11 passenger vehicles shall be NINETEEN CENTS (19¢) per mile
12 effective June 1, 1979.

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13 9.7.2. Commencing October 1, 1979, the mileage rate shall
14 be determined quarterly based upon the mean price of unleaded
15 gasoline established as provided in Section 9.7.3 below. The
16 mileage rate shall be set in accordance with the following
17 table:

18 <u>Mean Price</u>	<u>Reimbursement Rate</u>
19 \$0.71/gallon or less	\$0.17 per mile
\$0.72 - \$0.85/gallon	\$0.18 per mile
20 \$0.86 - \$0.99/gallon	\$0.19 per mile
\$1.00 - \$1.13/gallon	\$0.20 per mile
21 \$1.14 - \$1.27/gallon	\$0.21 per mile
\$1.28 - \$1.41/gallon	\$0.22 per mile
22 \$1.42 - \$1.55/gallon	\$0.23 per mile
\$1.56 - \$1.69/gallon	\$0.24 per mile
23 \$1.70 - \$1.83/gallon	\$0.25 per mile
\$1.84 - \$1.97/gallon	\$0.26 per mile

24 Adjustments may be in an upward or downward direction.

25
26 9.7.3. The mean price of unleaded gasoline shall be

1 determined in the following manner:

2 (a) The parties will randomly select a sample of five (5)
3 major brand retail outlets from a list of such
4 retailers operating within the boundaries of Yolo
5 County.

6 (b) On the first, tenth, and twentieth days of September,
7 December, March and June the pump price of unleaded
8 regular gasoline at each sampling location will be
9 recorded by the County and reported to the Associa-
10 tion. Both "self-serve" and "full-serve" prices will
11 be recorded where available. **Micro Fiched**

12 (c) A mean price will then be determined from the total
13 number of recorded prices. The mean will be rounded
14 to the nearest one cent.

15 (d) The mean price thus determined will be used to set
16 the reimbursement rate for the next calendar quarter.

17 9.7.4. If the mean price per gallon for unleaded gasoline
18 determined for any calendar quarter exceeds \$1.97, meeting and
19 conferring shall be reopened at the request of either party.

20 2. The Board of Supervisors will amend its written policy
21 and take such other action by resolution or otherwise as may
22 be necessary in order to give full force and effect to the
23 provisions of this Memorandum of Understanding. The provisions
24 of this Memorandum of Understanding shall supersede County
25 ordinances and resolutions currently in effect, for the term
26 of this Memorandum of Understanding, to the extent that they

1 are inconsistent with the provisions of this Memorandum of
2 Understanding.

3 3. In all other respects the agreements of Agreement No.
4 79-9 are hereby ratified and confirmed.

5 IN WITNESS WHEREOF, the parties have executed this memor-
6 andum of understanding this 12th day of June, 1979.

7 COUNTY OF YOLO, a political subdivision of
8 the State of California.

9 By: David D. Rowlands, Jr.
10 DAVID D. ROWLANDS, JR.
11 Designated Representative

Micro Fished

12 YOLO COUNTY GOVERNMENT EMPLOYEES' ASSOCIATION

13 By: John J. Ortega
14 JOHN J. ORTEGA, Designated Representative

15 Approved by final determinations of the Board of Supervisors of
16 the County of Yolo, State of California, this 12th day of
17 JUNE, 1979.

18 Betsy A. Marchand
19 CHAIRMAN OF THE BOARD OF SUPERVISORS
20 COUNTY OF YOLO, STATE OF CALIFORNIA

21 ATTEST:

22 PETER McNAMEE, CLERK

23 By: Peter McNamee
24 Deputy

25 (SEAL)

FILED

NOV 21 1979

PETER McNAMEE, Clerk

BY Debra E. McNamee
DEPUTY

AGREEMENT NO. 79-231

(Agreement for the Joint Exercise of Powers Relative to the Regulation of Ambulance Service and the Licensing Thereof)

THIS AGREEMENT is entered into by and between the County of Yolo, a political subdivision of the State of California, hereinafter referred to as COUNTY, and the City of Woodland, the City of Davis, and the City of Winters, general law cities, hereinafter referred to as CITIES.

WHEREAS, there exists in the CITIES and COUNTY a lack of uniformity and standards in the operation and regulation of ambulance services; and Micro Fiched

WHEREAS, uniform regulations and standards for ambulance services are necessary for the protection of the health, safety, and welfare of the inhabitants of Yolo County; and

WHEREAS, COUNTY has adopted Ordinance No. 849 regulating the licensing and operation of ambulances, and each of the above named CITIES has adopted or intends to adopt an ordinance adopting by reference Ordinance No. 849 and providing penalties for violation of such ordinance; and

WHEREAS, the COUNTY and CITIES and each of them, has the authority provided by law to license and regulate ambulances, and the parties hereto, in the exercise of powers common to each of them desire to establish the Yolo County Ambulance System, as authorized by Article I (commencing with Section 6500), Chapter 5, Division 7, Title 1 of the California Government Code.

NOW, THEREFORE, in consideration of the mutual promises, agreements, covenants, and conditions herein set forth, the parties hereto hereby mutually covenant and agree as follows:

1. There is hereby established the Yolo County Ambulance System, hereinafter referred to as the "System".

1 2. CITIES shall adopt ordinances which adopt by reference COUNTY Ordinance
2 No. 849 , following the procedures of Article 2 (commencing with Section
3 50020) of Chapter 1, Part 1, Division 1, Title 5 of the California Government
4 Code. Each such ordinance shall provide that violation of any of the
5 provisions of the ordinance is a misdemeanor, punishable by a fine of not more
6 than Five Hundred Dollars (\$500.00) or imprisonment for not more than six (6)
7 months, or both.

8 3. The System shall be administered by COUNTY subject to the terms and
9 provisions contained herein. COUNTY shall administer and enforce on a uniform
10 basis the ordinances adopted by CITIES.

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11 4. The cost and expense of the administration of the System, including but
12 not limited to any payment to any ambulance company, shall be assumed by
13 COUNTY, and CITIES shall have no obligation to contribute towards said cost or
14 expense.

15 5. COUNTY shall, pursuant to this Agreement, issue all permits or licenses
16 for ambulance services in accordance with the respective ordinances of the
17 parties. The CITIES agree not to issue any permit or license for ambulance
18 operation in accordance with the ambulance ordinances of their respective
19 jurisdictions, it being the intent of the parties hereto that this power be
20 exercised solely by COUNTY.

21 6. Any and all inspections required under said licenses or permits shall be
22 made by COUNTY as the administering agent of the System, and COUNTY is hereby
23 authorized to make such inspections and otherwise enforce terms of any
24 ambulance permit or license within the territorial limits of each city.

25 7. COUNTY shall maintain a contract with the ambulance company in each
26 ambulance service area for the provision of emergency services.

1 8. Any party hereto may withdraw from this agreement by giving One Hundred
2 Eighty Days (180) written notice prior to the end of any fiscal year (June 30)
3 of its intention to withdraw to each of the other parties to this agreement.
4 Such withdrawal shall not become effective until the end of the fiscal year
5 (June 30) in which the notice of intention to withdraw is given and shall not
6 effect the validity of this agreement.

7 9. This agreement shall become effective on 9-1-79, provided all
8 parties have executed this agreement on or before said date.

9 IN WITNESS WHEREOF, the parties hereto have executed this agreement as of
10 the dates set forth below.

Micro Fiched

CITY OF WINTERS

11
12 Dated: 11-16-79.

BY [Signature]

CITY OF DAVIS

13
14
15 Dated: 10-31-79.

BY Thomas J. Tomasi

CITY OF WOODLAND

16
17 Dated: 9-18-79.

BY [Signature]

COUNTY OF YOLO, a political subdivision of
the State of California

18
19
20
21 Dated: 6-12-79.

BY [Signature]

CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

AGREEMENT NO. 79-232
CONTRACT FOR AUDITING SERVICES

THIS CONTRACT, executed in quintuplicate, between the State Board of Equalization (hereinafter called the Board) and the County of Yolo (hereinafter called the County) is made pursuant to Government Code section 15624. It is the desire of the Board to furnish, and the County to receive, auditor and appraisal personnel to aid the County in making postaudits for purposes of property taxation.

IN CONSIDERATION of the following promises and conditions, the parties hereby agree:

1. THAT the Board, during the fiscal year ending June 30, 19 80, will furnish personnel to make postaudits of property of assesses mutually agreed on by the parties. All services hereunder will terminate on or before this date.
2. THAT County will pay the Board for services rendered and hereby warrants that funds are available from which payment may be made.
3. THAT this contract is subject to sections 8755 and 8755.1 of the State Administrative Manual, which sections are attached hereto and incorporated herein by reference.
4. THAT the Board will not provide, and the County will not pay for, services exceeding a maximum aggregate cost of \$ 2,000. The Board makes no claim concerning, and is not responsible for providing, any minimum amount of service.
5. THAT the maximum set in paragraph 4 may be exceeded upon written agreement of the parties to the extent the County will warrant additional funds are available to pay for additional services.
6. THAT the Board will bill the County for services when an audit report is transmitted to the County. The County will pay promptly in accordance with its normal payment procedures.
7. THAT any information obtained by Board employees in the course of an audit is confidential information and remains confidential when turned over to the County. Such information shall not be disclosed except as provided by Revenue and Taxation Code sections 408 and 451.
8. THAT this contract may be terminated by either party by giving seven days' written notice. Notice may be served in person or by mail on the officers and at addresses shown below and is effective when received. During the seven-day period, the Board may continue with audits then in progress, but shall not begin new ones.

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IN WITNESS WHEREOF, we set our hands this 19th day of June, 1979

COUNTY OF Yolo
P.O. Box 1098
Address Woodland, Calif. 95695

STATE BOARD OF EQUALIZATION
1020 N Street,
Sacramento, California 95814

By Robert A. Marchand
Chairman, Board of Supervisors
Title: _____

By _____
Executive Secretary

I certify that all conditions for exemption set forth in the State Administrative Manual section 1209 have been complied with and this contract is exempt from review by the Department of Finance.

Executive Secretary

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL
By [Signature]
DEPUTY COUNTY COUNSEL

FILED

1979 12 27

PETER McNAMER, Clerk
By Barbara Dalgarno
DEPUTY

AGREEMENT NO. 79-233

U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

GRANT AGREEMENT

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Upon execution of the Acceptance Provisions of this Grant Agreement, the Department of Housing and Urban Development (HUD) agrees to provide to the Grantee the Federal assistance under Title I of the Housing and Community Development Act of 1974 (P.L. 93-383) authorized by the Funding Approval identified therein, subject to the terms and conditions of this Grant Agreement, applicable law, regulations and all other requirements of HUD now or hereafter in effect. The Grant Agreement is effective with respect to such assistance as of the date the acceptance is executed and consists of each Funding Approval and acceptance hereto attached, together with the HUD approved application specified therein, including any Assurances, certifications, maps, schedules or other submissions made with respect thereto, the HUD Community Development Block Grant Regulations at 24 CFR Part 570 and the following General Terms and Conditions:

1. Definitions: Except to the extent modified or supplemented by the Grant Agreement, any term defined in Title I of the Housing and Community Development Act of 1974 or the HUD Community Development Block Grant Regulations at 24 CFR Part 570, shall have the same meaning when used herein.

2.

(a) Agreement means this Grant Agreement, as described above and any amendments or supplements thereto.

(b) Applicant means the entity designated as such in the Funding Approval.

(c) Grantee means each entity designated as a recipient for grant or loan guarantee assistance in the Funding Approval and signing the acceptance provisions as Grantee under the Agreement.

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(d) Assurances, when capitalized, means the certifications and assurances submitted with grant applications pursuant to the requirements of 24 CFR Part 570.

(e) Assistance provided under this Agreement means the grants and any loans secured by loan guarantees provided under this Agreement.

(f) Program means the community development program, project, or other activities, including the administration thereof, with respect to which assistance is being provided under this Agreement.

2. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities:

This Agreement is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u), as amended, the HUD regulations issued pursuant thereto at 24 CFR Part 135, and any applicable rules and orders of HUD issued thereunder prior to the HUD authorization of the Funding Approval.

3.

The Grantee shall cause or require to be inserted in full in all contracts and subcontracts for work financed in whole or in part with assistance provided under this Agreement, the section 3 clause set forth in 24 CFR 135.20(b).

The Grantee shall provide such copies of 24 CFR Part 135 as may be necessary for the information of parties to contracts required to contain the section 3 clause.

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3. Flood Disaster Protection:

This Agreement is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234). No portion of the assistance provided under this Agreement is approved for acquisition or construction purposes as defined under section 3(a) of said Act, for use in an area identified by the Secretary as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the national flood insurance program pursuant to section 201(d) of said Act; and the use of any assistance provided under this Agreement for such acquisition or construction in such identified areas in communities then participating in the national flood insurance program shall be subject to the mandatory purchase of flood insurance requirements of section 102(a) of said Act.

Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement shall contain, if such land is located in an area

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identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under section 102(a) of the Flood Disaster Protection Act of 1973. Such provisions shall be required notwithstanding the fact that the construction on such land is not itself funded with assistance provided under this Agreement. Micro Fished

4. Equal Employment Opportunity:

(a) Activities and contracts not subject to Executive Order 11246, as amended. In carrying out the program, the Grantee shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Grantee shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Grantee shall

5.

post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this nondiscrimination clause. The Grantee shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. The Grantee shall incorporate the foregoing requirements of this paragraph (a) in all of its contracts for program work, except contracts governed by paragraph (b) of this section, and will require all of its contractors for such work to incorporate such requirements in all subcontracts for program work. Micro Fiched

(b) Contracts subject to Executive Order 11246, as amended. Such contracts shall be subject to HUD Equal Employment Opportunity regulations at 24 CFR Part 130 applicable to HUD assisted construction contracts.

The Grantee shall cause or require to be inserted in full in any nonexempt contract and subcontract for construction work, or modification thereof, as defined in said regulations, which is paid for in whole or in part with assistance provided under this Agreement, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure

that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

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(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the contractor's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and

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relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. Micro Fiched

(6) In the event of the contractor's noncompliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contract procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 25, 1965, so that such provisions will be binding upon each subcontractor or vendor. The

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contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

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The Grantee further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the Grantee so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Grantee agrees that it will assist and cooperate actively with the Department and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor; that it will furnish the Department and the Secretary of Labor such information as they may require for the supervision of such compliance; and that it will otherwise assist the Department in the discharge of its primary responsibility for securing compliance.

The Grantee further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts **Micro Fiched** and federally assisted construction contracts pursuant to the executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the Department or the Secretary of Labor pursuant to Part II, Subpart D of the executive order. In addition, the Grantee agrees that if it fails or refuses to comply with these undertakings, the Department may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part the grant or loan guarantee; refrain from extending any further assistance to the Grantee under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from such Grantee; and refer the case to the Department of Justice for appropriate legal proceedings;

5. Lead-Based Paint Hazards:

The construction or rehabilitation of residential structures with assistance provided under this Agreement is subject to the HUD Lead-Based Paint regulations, 24 CFR Part 35. Any grants or loans made by the Grantee for the rehabilitation of residential structures with assistance provided under this Agreement shall be made subject to the

10.

provisions for the elimination of lead-based paint hazards under subpart B of said regulations, and the Grantee shall be responsible for the inspections and certifications required under section 35.14(f) thereof.

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6. Compliance with Air and Water Acts:

This Agreement is subject to the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.

In compliance with said regulations, the Grantee shall cause or require to be inserted in full in all contracts and subcontracts with respect to any nonexempt transaction thereunder funded with assistance provided under this Agreement, the following requirements:

(1) A stipulation by the contractor of subcontractors that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.

(2) Agreement by the contractor to comply with all the requirements of section 114 of the Clean Air Act, as amended, (42USC 1857c-8) and section 308 of the Federal Water Pollution Control Act, as amended, (33USC 1318) relating to inspection, monitoring, entry, reports, and information,

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as well as all other requirements specified in said section 114 and section 308, and all regulations and guidelines issued thereunder.

(3) A stipulation that as a condition for the award of the contract prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

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(4) Agreement by the contractor that he will include or cause to be included the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the contractor will take such action as the Government may direct as a means of enforcing such provisions.

In no event shall any amount of the assistance provided under this Agreement be utilized with respect to a facility which has given rise to a conviction under section 113(c)(1) of the Clean Air Act or section 309(c) of the Federal Water Pollution Control Act.

7. Federal Labor Standards Provisions:

Except with respect to the rehabilitation of residential property designed for residential use for less than eight families, the Grantee and all contractors engaged under contracts in excess of \$2,000 for the construction, prosecution, completion or repair of any building or work financed in whole or in part with assistance provided under this Agree-

ment, shall comply with HUD requirements pertaining to such contracts and the applicable requirements of the regulations of the Department of Labor under 29 CFR Parts 3 and 5, governing the payment of wages and the ratio of apprentices and trainees to journeymen: Provided, that if wage rates higher than those required under such regulations are imposed by state or local law, nothing hereunder is intended to relieve the Grantee of its obligation, if any, to require payment of the higher rates. The Grantee shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of 29 CFR 5.5.

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No award of the contracts covered under this section of the Agreement shall be made to any contractor who is at the time ineligible under the provisions of any applicable regulations of the Department of Labor to receive an award of such contract.

8. Nondiscrimination Under Title VI of the Civil Rights Act of 1964

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and HUD regulations with respect thereto including the regulations under 24 CFR Part 1. In the sale, lease or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Grantee shall cause or require a covenant running with the land to be inserted in the deed or lease for

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such transfer, prohibiting discrimination upon the basis of race, color, religion, sex, or national origin, in the sale, lease or rental, or in the use or occupancy of such land or any improvements erected or to be erected thereon, and providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenant. The Grantee, in undertaking its obligation in carrying out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant and will not itself so discriminate.

9. Obligations of Grantee with Respect to Certain Third Party Relationships:

The Grantee shall remain fully obligated under the provisions of the Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of the program with respect to which assistance is being provided under this Agreement to the Grantee. Any Grantee which is not the Applicant, shall comply with all lawful requirements of the Applicant necessary to insure that the program with respect to which assistance is being provided under this Agreement to the Grantee is carried out in accordance with the Applicant's Assurances and certifications, including those with respect to the assumption of environmental responsibilities of the Applicant under section 104(h) of the Housing and Community Development Act of 1974.

10. Interest of Certain Federal Officials:

No member of or Delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of

11.

this Agreement or to any benefit to arise from the same.

11. Interest of Members, Officers, or Employees of Grantee,
Members of Local Governing Body, or Other Public Officials:

No member, officer, or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under the Agreement. The Grantee shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this section.

12. Prohibition Against Payments of Bonus or Commission:

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The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of obtaining HUD approval of the application for such assistance, or HUD approval of applications for additional assistance, or any other approval or concurrence of HUD required under this Agreement, Title I of the Housing and Community Development Act of 1974 or HUD regulations with respect thereto; provided, however, that reasonable fees or bona fide technical,

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consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

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U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
FUNDING APPROVAL UNDER TITLE I OF THE HOUSING AND COMMUNITY
DEVELOPMENT ACT OF 1974 (Public Law 93-383), AS AMENDED

1. NAME OF APPLICANT COUNTY OF YOLO	2. APPLICATION GRANT NO. D-76-DS-06-0005
3. APPLICANT'S ADDRESS (Include Street, City, County, State and Zip Code) Room 104, Courthouse Woodland, Calif., 95695 (County of Yolo)	4. DATE OF APPLICATION May 9, 1979
	5. DATE OF HUD RECEIPT OF APPLICATION May 10, 1979
	6. Original Funding Approval ☒ Amendment, Amendment No. 1

All section references below are to the Housing and Community Development Act of 1974, as amended, unless otherwise indicated.

7. CATEGORY OF COMMUNITY DEVELOPMENT BLOCK GRANT FOR THIS FUNDING ACTION
(Check only one)

- a. ☐ Metropolitan Entitlement (Sec. 106)
- b. ☒ Metropolitan Discretionary (Sec. 106)
- c. ☐ Non-Metropolitan Entitlement (Sec. 106)
- d. ☐ Non-Metropolitan Discretionary (Sec. 106)
- e. ☐ Secretary's Discretionary (Sec. 107)
- f. ☐ Categorical Program Settlement Grants (Sec. 103(b))

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8. AMOUNT OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS APPROVED

- a. Amount of CDBG Funds Currently Reserved for this Applicant \$ No change
- b. Amount of CDBG Funds Now Being Approved for this Applicant \$ No change
- c. Amount of Reservation to be Cancelled (Line 8a minus 8b) \$ No change

HUD ACCOUNTING USE ONLY

BATCH	TAC	PROGRAM	Y	A	REG	AREA	DOCUMENT NO.	PROJECT NUMBER
1	1 5 3 1 7 6	2	3	4	5	6	7 0 8 2	8 - 5
CATEGORY	AMOUNT 1	EFFECTIVE DATE	F	AMOUNT 2	SCHEDULE NO.			
9	10	11	12	13	14	15	16	17

9. DISTRIBUTION OF APPROVED COMMUNITY DEVELOPMENT BLOCK GRANT

- a. Grant Amount Budgeted by Locality for Repayment of Urban Renewal Loans \$
- b. Grant Amount Withheld for Payment of Principal and Interest on Loans Guaranteed Pursuant to Sec. 108 \$
- c. Grant Amount Deducted by HUD to Settle Outstanding Urban Renewal Loans
(Sec. 112(a)(1)) \$
- d. Sum of lines 9a, 9b, and 9c \$
- e. Amount of Approved CDBG Available for Disbursement (Line 8b minus 9d) \$ No change

10. AMOUNT OF SURPLUS URBAN RENEWAL FUNDS APPROVED AND BALANCE AVAILABLE (See 112b)

- a. Amount of Surplus U.R. Funds Reserved for this Applicant \$ -0-
- b. Amount of Surplus U.R. Funds Now Being Approved \$ -0-
- c. Balance of Surplus U.R. Funds Available for Future Use (Line 11a minus 10b) \$ -0-

HUD ACCOUNTING USE ONLY

BATCH 1	TAC 153 176 2	PROGRAM 9	V 12	A 13	REG 14	AREA 16	DOCUMENT NO. 7082 18	PROJECT NO. (SEE 112b) 22 30 35
CATEGORY 10	AMOUNT 1 41 45 50	EFFECTIVE DATE 54	F 60	AMOUNT 2 61 65 70	SCHEDULE NO. 74 79			

11. MAXIMUM AMOUNT OF LOAN GUARANTEE COMMITMENT AVAILABLE AND AMOUNT NOW BEING APPROVED

- | | |
|--|----------|
| a. Applicant's Latest Entitlement Amount - \$ _____ x 3 | \$ _____ |
| b. Grant Amount Required by HUD to be Applied to Urban Renewal Loans | \$ _____ |
| c. Amount of Outstanding Loans (Including Principal and Interest Thereon) Guaranteed Pursuant to Section 108 | \$ _____ |
| d. Amount of Outstanding Loan Guarantee Commitments Approved Pursuant to Section 108 | \$ _____ |
| e. Maximum Amount of Loan Guarantee Commitment Available (Line 11a minus 11b, 11c, and 11d) | \$ _____ |
| f. Amount of Loan Guarantee Commitment Now Being Approved | \$ _____ |

12. RECIPIENT OF LOAN GUARANTEE (Check Applicable Box)

- a. ☐ Applicant Identified in Block No. 1
- b. ☐ Public Agency Designated by Applicant as Grantee to Receive Loan Guarantee (Name and Address)

13. Waiver of Certain Application Requirements for Section 106 Grants

- ☐ The application requirements of Section 104(a)(1), (2) and (3) are waived pursuant to Section 104(b)(3), except
1 as indicated below

N/A

14. Determination Regarding Particularly Urgent Needs to be Met by Proposed Activities

N/A

- ☐ HUD has determined that the activities described in the application as supporting community development needs
1 having a particular urgency, as specifically described in the application, are designed to meet such needs.

15. Environmental Review Actions

- (a) ☐ The Applicant lacks legal capacity to assume environmental responsibilities under Section 104(h). HUD
1 has prepared and circulated a final Environmental Impact Statement on the application.
- (b) ☒ The Applicant has legal capacity to assume environmental responsibilities under Section 104(h) and has
2 submitted requests for release of funds and certifications approved by HUD under Section 104(h)(2) for
all projects which are subject to the environmental review requirements of 24 CFR Part 58 and require
HUD release of funds, except those listed under Item 16(a) hereof.

Micro Fiched

16. Conditional Approvals on Use of Funds

The obligation or utilization of funds for the activities shown below, except as provided under subsection (a), is prohibited without the further express written authorization of HUD.

- (a) Projects requiring HUD written release of funds under Section 104(h)(2): *(However, funds may be obligated or utilized for: (1) the payment of reasonable administrative costs related to the planning and execution of projects listed in this subsection and (2) other related activities specified under 24 CFR 58.21 as exempt from environmental review requirements, including eligible planning, design, and environmental activities.)*

Residential Rehabilitation - City of Woodland

(b) Sec. 105 (a) (8) public services determined necessary or appropriate for which other Federal assistance may be available:

N/A

(c) Sec. 105 (a) (2) flood or drainage facilities for which other Federal assistance may be available:

N/A

(d) Any activities within the preceding categories which will be undertaken as a result of program amendments, or as unspecified local option activities. N/A

(e) Activities affected by failure to comply with applicable HUD regulations or law: (The specific regulation or law with respect to each activity listed, and the corrective actions required to remove the conditional approval, are cited as Special Conditions in Item 18.)

N/A

17. Ineligible Activities Reducing Section 106 Grant Entitlement

- ☐ Application for funding of the following proposed activities, determined by HUD to be ineligible under Title I of the Act, is disapproved and the Applicant's Sec. 106 grant entitlement has been reduced in the amount shown below: N/A

Proposed Activity

Amount

Total:

☐ Check if continued on extra sheet and attach.

The funding approval indicated above for utilization of the assistance provided thereunder in accordance with the approved application, subject to the requirements of Title I of the Housing and Community Development Act of 1974 (P.L. 93-383), as amended, and the Department of Housing and Urban Development's rules and regulations, and the execution of a Grant Agreement in accordance therewith, is hereby authorized for the program year beginning on _____.

Date: JUN 6 1979

Secretary of Housing and Urban Development

By:

Paul R. Karp
(Signature)

Deputy AREA MANAGER
(Title)

Date Applicant notified that funding has been authorized: _____

JUN 6 1979

ACCEPTANCE PROVISIONS

JUN 6 1979

The Grant Agreement, authorized by the Department of Housing and Urban Development on _____ under the Funding Approval for application/grant number B-76-BE-05-0005 is hereby accepted by the Applicant as Grantee under the Agreement; and the Applicant/Grantee agrees to comply, and to accept responsibility for compliance by any public agency designated as Grantee to receive loan guarantee assistance and by any public or private non-profit entity, local development corporation, or small business investment corporation carrying out grant activity on behalf of the applicant, with the terms and conditions of the Agreement, applicable law, regulations and all requirements of HUD, now or hereafter in effect, pertaining to the assistance provided.

Approved as to Form

Dated _____

[Signature]
County Counsel of Yolo County

County of Yolo
(Name of Applicant/Grantee)

Micro Fiched

By: *[Signature]*

(Signature of Authorized Official)

CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA

(Title)

6-27-79

(Date)

(Agreement for Maintenance of Putah Creek Angling Access Area)

THIS AGREEMENT made and entered into this 19th day of June, 1979, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and RALPH WALDO CHAPMAN, hereinafter referred to as CONTRACTOR.

WITNESSETH:

Micro Fiched

WHEREAS, on the 27th day of April, 1964, by Agreement No. 64-46, COUNTY entered into an operation and maintenance agreement with the State of California, Department of Fish and Game, regarding the Putah Creek Angling Access Area wherein COUNTY agreed to provide all necessary maintenance and upkeep of said angling access area, said maintenance to include the keeping of the parking area, sanitary facilities, and other improvements located thereon, in good repair and free from unsightly conditions, and debris accumulations; and

WHEREAS, COUNTY desires to hire CONTRACTOR to assure competent patrol and maintenance services for the Putah Creek Angling Access area; and

WHEREAS, CONTRACTOR is an individual capable of rendering the desired services for said access area,

NOW, THEREFORE, the parties hereto, for and in consideration of the covenants, agreements, stipulations hereinafter expressed, do hereby mutually agree as follows:

1. CONTRACTOR agrees:

- A. To serve in the capacity as patrolman and caretaker of the Putah Creek Angling Access Area, and to open the area to the public not later than sunrise daily and to close said area not later than 11:00 o'clock P.M.
- B. To maintain order and prohibit overnight camping in said angling access area and enforce all rules and regulations governing same as adopted by COUNTY.

FILED

JUN 19 1979

PETER MCNAMEE, Clerk

DEPUTY

1 C. To provide all necessary maintenance and upkeep of said angling access
2 area for the term hereof and said maintenance shall include, but not
3 be limited to, the keeping of the parking area, sanitary facilities
4 and other improvements thereon in good repair and free from unsightly
5 conditions and debris accumulations.

6 D. To provide and maintain for himself a suitable uniform to be worn
7 during the performance of his duties under this agreement.

8 E. To perform such other duties as may be necessary to maintain a proper
9 recreation area.

Micro Fished

10 2. COUNTY agrees:

11 A. To pay to CONTRACTOR the sum of FIVE HUNDRED FIFTY and NO/100 (\$550)
12 DOLLARS per month during the term of this agreement conditioned upon
13 the CONTRACTOR's submitting a proper claim as may be required by the
14 County Auditor-Controller.

15 B. To provide CONTRACTOR with a pickup truck to be used exclusively by
16 CONTRACTOR in the carrying out of his duties under this agreement.

17 C. To provide necessary gasoline, oil and vehicular maintenance through
18 its County Yard located at Winters, California.

19 3. This agreement is not assignable by CONTRACTOR in whole or in part without
20 the written consent of COUNTY first had and obtained, and any such assign-
21 ment without written consent of the COUNTY first had and obtained shall be
22 null and void.

23 4. It is specifically understood and agreed that CONTRACTOR is an independent
24 contractor and is not subject to the direction and control of COUNTY
25 except as to final result. CONTRACTOR shall be solely liable and
26 responsible to pay all required taxes and other obligations, including, but
not limited to, withholding and Social Security. CONTRACTOR agrees to

1 indemnify and hold the COUNTY harmless from any liability which CONTRACTOR
2 may incur to the Federal or State Governments as a consequence of this
3 contract.

4 5. The term of this agreement shall commence on the 1st day of July,
5 1979, and shall terminate on the 30th day of June, 1980.
6 This agreement may be terminated by either party hereto by a 30-day
7 written notice of intention to terminate said agreement.

8 6. This agreement supercedes Agreement No. 78-293.

Micro Fished

9 IN WITNESS WHEREOF, the parties hereto have executed this agreement as of
10 the day and year hereinabove set forth.

11 COUNTY OF YOLO, a political subdivision
12 of the State of California:

13 Betsy A. Marchand
14 CHAIRMAN OF THE BOARD OF SUPERVISORS
15

16
17 CONTRACTOR:

18 Ralph Waldo Chapman
19 RALPH WALDO CHAPMAN
20

21 ATTEST:

22 PETER McNAMEE, COUNTY CLERK
23

24 Peter E. Lucas
25 Deputy
26

(SEAL)

1. Approved as to Form
Dated

County Clerk
of Yolo County

FILED

AGREEMENT NO. 79-235

JUN 19 1979

(Caretaker of Cache Creek Canyon Regional Park) By PETER McNAMEE, Clerk
DEPUTY

THIS AGREEMENT, made and entered into this 19th day of June, 1979, by and between the COUNTY OF YOLO, a political subdivision of the State of California (hereinafter referred to as "COUNTY") and GEORGE and EULA WARNER (hereinafter referred to as "CONTRACTOR"),

WITNESSETH:

WHEREAS, COUNTY desires to hire CONTRACTOR to assure competent patrol and maintenance services for the Cache Creek Canyon Regional Park;

Micro Fiched

WHEREAS, CONTRACTOR is an individual capable of rendering the desired services for said access area;

NOW, THEREFORE, the parties hereto, for and in consideration of the covenants, agreements, and stipulations hereinafter expressed, do hereby mutually agree as follows:

1. CONTRACTOR Agrees:

- A. To serve in the capacity as patrolman and caretaker of the Cache Creek Canyon Regional Park, and to open the day-use area to the public not later than sunrise daily and to close said area not later than eleven (11:00) o'clock P.M.
- B. To maintain order and prohibit overnight camping except in designated areas in said park and enforce all rules and regulations governing same as adopted by COUNTY.
- C. To provide and maintain for himself a suitable uniform to be worn during the performance of his duties under this agreement.
- D. To perform such other duties as may be necessary to maintain a proper recreation area.

1 E. Collect fees as specified by the Board of Supervisors.

2 F. Provide for deposit of fees.

3 G. To provide and maintain at his own expense a horse to patrol that
4 portion of park not accessible by automobile.

5 H. To defend, indemnify, and hold COUNTY harmless for all claims,
6 liability, or loss resulting from CONTRACTOR's care, ownership,
7 maintenance, or use of said horse on COUNTY's property.

8 **Micro Fished**

9 2. COUNTY Agrees:

10 A. To pay to CONTRACTOR the sum of FIVE HUNDRED FIFTY and NO/100 (\$550)
11 DOLLARS per month during the term of the agreement conditioned upon
12 the CONTRACTOR's submitting a proper claim as may be required by the
13 County Auditor-Controller.

14 B. To provide CONTRACTOR with a pickup truck to be used exclusively by
15 CONTRACTOR in the carrying out of his duties under this agreement.

16 C. To provide necessary gasoline, oil, and vehicular maintenance through
17 its County Yard located at Woodland or Esparto, California.

18 D. To provide suitable housing including utilities for caretaker.

19 3. This agreement is not assignable by CONTRACTOR in whole or in part without
20 the written consent of COUNTY first had and obtained, and any such
21 assignment without written consent of the COUNTY first had and obtained
22 shall be null and void.

23 4. It is specifically understood and agreed that CONTRACTOR is an independent
24 contractor and is not subject to the direction and control of COUNTY
25 except as to final result. CONTRACTOR shall be solely liable and
26 responsible to pay all required taxes and other obligations, including,
but not limited to, withholding and Social Security. CONTRACTOR agrees to

1 indemnify and hold the COUNTY harmless from any liability which CONTRACTOR
2 may incur to the Federal or State Governments as a consequence of this
3 contract.

4 5. The term of this agreement shall commence on the 1st day of July,
1979, and shall terminate on the 30th day of June, 1980. This
5 agreement may be terminated by either party hereto by a thirty (30) day
6 written notice of intention to terminate said agreement.

7 6. This agreement supercedes Agreement No. 78-118. **Micro Fished**

8
9 IN WITNESS WHEREOF, the parties hereto have executed this agreement as of
10 the day and year hereinabove set forth.

11 COUNTY OF YOLO, a political subdivision
12 of the State of California:

13 Baker C. Marchand
14 CHAIRMAN OF THE BOARD OF SUPERVISORS

15
16 CONTRACTORS:

17
18 George A. Warner
19 GEORGE WARNER

20
21 Eula Warner
22 EULA WARNER

23 ATTEST:

24 PETER McNAMEE, COUNTY CLERK

25 By: Pete E. Lucas
26 Deputy

(SEAL) COUNTY

THIS AGREEMENT, made and entered into this 15th day of June, 1979, by and between the State of California, through its duly elected or appointed, qualified representative,

DEPARTMENT OF FOOD AND AGRICULTURE

COUNTY OF YOLO

Know all men the foregoing,

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the state heretofore expressed, has hereby agreed to furnish to the State services and materials, as follows:

Provide all equipment, materials, and personnel necessary to perform approximately three (3) inspections covering all ships and/or aircraft arriving from a foreign port and requiring a USDA-APHIS inspection as defined in the Work Plan.

The total amount payable under this agreement shall not exceed two hundred dollars (\$200.00).

All inspections to be performed in accordance with the attachment identified as Exhibit "A".

Micro Fiched

After approval of this contract, and monthly thereafter, payments for work during the period of this contract, will be made on the basis of invoices submitted by the County in triplicate to Department of Food and Agriculture, Exclusion and Detection, 1270 N Street, Rm. 425, Sacramento, CA 95814.

(Continued on Page 2)

The provisions on the reverse side hereof constitute a part of this agreement. IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA

CONTRACTOR

DEPARTMENT OF FOOD AND AGRICULTURE

COUNTY OF YOLO

Business Service Officer

PL. 100-711000-1, 100-711000-2, 100-711000-3

Comm. Agreement

FILED

AUG 25 1980

PETER McNAMEE, Clerk
By [Signature] DEPUTY

RECEIVED TO FORM

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.

2. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.

Micro Fiched

5. Time is the essence of this agreement.

6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

Reimbursement by the State shall be for those expenses directly related to the inspection program. It is understood that there will be reimbursement for County expenses normally considered as administrative and operating overhead.

The County agrees to retain all records of disbursement pertaining to this agreement for a period of two (2) years after completion of this agreement for audit by the State or its representative or until such audit and release of accountability, whichever comes first.

The County agrees to include a procedure in their cost accounting system to assure that the funds paid under this agreement are reported and identified as a reimbursable cost item in an annual financial statement submitted by the County to the Department.

All County inspection reports and inquiries are to be sent to the State Coordinator, James E. Stowell, Department of Food and Agriculture, Exclusion and Detection, Rm. 425, 1220 N Street, Sacramento, CA 95814.

This agreement may be cancelled by either party giving written notice at least thirty (30) days prior to effective cancellation date.

The attached Fair Employment Practices Addendum is by this reference made a part hereof.

Micro Fiched

This agreement shall not be considered effective unless signed by both parties.

This agreement is contingent upon passage of the State of California Legislature of an appropriation from which expenditure thereunder legally may be met and shall not obligate the State of California upon failure of the Legislature to so appropriate.

This agreement shall be effective for the period of July 1, 1979 through September 30, 1979.

WORK PLAN
INSPECTION OF CONVEYANCES

Vessels and aircraft engaged in foreign trade will be inspected by the cooperation on behalf of PPQ at maritime ports and airports where the amount of traffic does not warrant staffing by PPQ.

SHIPS

Inspections will be made of the provisions, storage lockers, living quarters, cargoes and garbage holding or disposal facilities. Prohibited or infested items may be safeguarded on board, treated, seized and destroyed or disposed of otherwise as may be appropriate. Such actions will be made to eliminate the pest hazard in a manner that will cause the least impediment to commerce. Inspections and safeguards will be in accordance with the attached "Ship Boarding Guidelines".

Micro Fished

AIRCRAFT

Thoroughly inspect aircraft arriving from foreign countries to prevent entry of plant and animal pests. The rapidity with which aircraft move between countries is conducive to hitchhiking pest survival and dispersal. Inspection will include all interior spaces, stores and cargo pits. Promptness of inspection on arrival is required in order to minimize delays to carriers and passengers.

REPORTS

Submit ship (PQ288) and aircraft (PPQ413) reports to _____ monthly.

TRAINING

Special training in carrying out the agreement will be provided by the Service when mutually deemed necessary.

SHIPBOARDING GUIDELINES

The following guidelines supersede all previous instructions and directives on this subject.

A. General Policy

All vessels arriving from a foreign country are subject to boarding upon arrival at the first U.S. or U.S. territorial port of entry. It has been determined that because some arrivals present either no or a very low pest risk, a boarding program can be administered that will effectively identify those vessels that will not require boarding at time of arrival.

B. Direct Arrivals

Unless determination not to board has been made by a selective process which defers certain categories of vessels or individual vessels to boarding during regular working hours, all direct foreign arrivals will be boarded on arrival for any of the following:

Stores inspection.

Other inspectional activities such as inspection of quarters, crew souvenirs, cargo, and baggage of debarking passengers and/or crew members (See C.2).

Micro Fiched

Information gathering requirements such as a cargo manifest or crew declaration, perusal of cold treatment records, etc.

Coordinated boarding with U.S. Customs Service and Immigration and Naturalization Service boarding parties.

1. Selectivity of Boarding

Selectivity of boarding refers to the assessment of pest risk of an expected direct arrival based upon past inspectional history of the vessel.

Examples of categories of vessels which ordinarily represent low pest risk and the boarding of which thus may be deferred are:

- a. Bahama turnarounds.
- b. Tanker turnarounds.
- c. Bulk carrier turnarounds.

- d. Pulpwood or log carrier turnarounds.
- e. Banana boat turnarounds.
- f. Pure auto carrier turnarounds.
- g. Puerto Rico turnarounds.
- h. Vessels in port for bunkering only.
- i. Vessels in port less than 4 hours.
- j. Vessels discharging at remote offshore locations.
- k. Regular arrivals which have demonstrated a low risk.
- l. "Dead ship" (see "2" below).
- m. Canada turnarounds.

Micro Fiched

In addition to the preceding pest risk categories, the following circumstances may make it advisable to defer boarding for personal safety considerations.

- n. Vessels in stream or channel.
- o. Vessels docking in isolated or high crime areas.

The above categories are not to be construed as routinely placing all such vessels in a deferred boarding category. Each will be judged on the pertaining circumstances. Each Region will review lists of individual vessels maintained by their field locations as eligible for deferred boarding.

2. "Dead Ship" Concept

The "dead ship" (i.e. inactive), as defined here, concept may be applied to vessels arriving direct outside of hours. When such direct vessel arrives outside of normal working hours and there will be minimal crew activity, no cargo discharged, or business of any kind conducted by the ships' agent or others until morning, boarding will be deferred until the scheduled workday.

C. Coastwise Arrivals

All boarding of coastwise vessels will be during normal duty hours unless notified by the previous port that boarding on arrival is indicated because:

1. There is a documented specific known pest risk problem onboard the vessel.
2. Five or more passengers or passengers or crew members from risk areas will be clearing Customs and disembarking upon arrival.
3. A documented garbage violation as listed in H occurred at the previous port(s).
4. Repetitive garbage violations not covered in Section H, occurring aboard the same vessel could be justification for boarding on arrival at subsequent coastwise ports, if warranted in the judgment of the officer in charge.

Positive communication between ports concerning vessels moving coastwise is necessary when one of the above conditions exists. Notification to the subsequent port will be by telephone with a confirming mail copy of the PFQ 288. The first port of direct arrival in such cases will have the responsibility of notifying the subsequent port if conditions warrant. Similar procedures will apply throughout the coastwise itinerary.

Micro Fiched

Note: It is not necessary to board on arrival those vessels having on board live birds or poultry; however, such vessels should be monitored during normal duty hours.

D. Sealing of Stores

There will be no routine sealing of ships' stores. Stores will be sealed if live pests of quarantine significance are found in or associated with stores products. In the event a garbage violation occurs, as listed in H or C-4, all prohibited plant and prohibited and restricted animal stores will be placed under seal and subsequent port(s) notified. Any unauthorized removal from the vessel of prohibited or restricted ships' stores will also result in notification of U.S. Customs Service of such action, sealing, and subsequent port notification.

E. Garbage Control

Garbage remaining aboard vessels does not present an imminent risk of plant pest and animal disease introduction. Therefore:

1. Ships will not be boarded on arrival for the sole purpose of monitoring garbage or sealing ships' stores.
2. Monitoring of garbage control aboard vessels to determine compliance with applicable CFR's shall be conducted on a spot-check basis during regular hours or in conjunction with boarding for other purposes. The monitoring may include visual observation of vessels and/or reboarding during travel in the dock area by the officer.

3. Unless otherwise directed, prohibited and restricted stores may be used on board, however, a responsible ship's officer must attest to nonremoval from the vessel as such or as garbage.

F. Approved Garbage Disposal Facilities

Approved garbage disposal at maritime ports, as at international airports, includes removal from the carrier and movement to an incinerator, cooker, or sterilizer under specific safeguards or special conditions. Cooked or sterilized garbage must be moved only to a landfill and monitoring is required.

The approved methods of treating are:

1. Incineration to ash.
2. Cooking. A cooker is defined as a closed leakproof container in which the garbage is heated in a liquified form to an internal temperature of 212° F. and held at that temperature for at least 30 minutes.
3. Sterilizer. A sterilizer is a type of large autoclave capable of heating the garbage under pressure to assure internal temperature of the material to 212° F. for a minimum of 30 minutes. An approved sterilizer must have temperature indicating capabilities as well as a heating time indicator.

Micro Fiched

G. Removal from Vessel

1. Advance notification to PPQ officer or port office is required by either the ships' agent or PPQ approved disposal company.
2. The garbage removal is permitted by a PPQ approved disposal company(s) only.
3. Transfer of garbage from vessel to an approved carrier must be under direction of the PPQ officer.
4. Spillage or leakage on dock area must be cleaned and disinfected under PPQ supervision.
5. The hauling carrier must be leakproof unless the garbage is packaged in leakproof containers.
6. Movement to the incinerator, cooker, or sterilizer shall be monitored on a regular basis by a PPQ officer.

H. Violations

The following violations must be documented and forwarded through regular PPQ channels to the PPQ Regulatory Support Staff, Hyattsville, Maryland, for possible prosecution.

1. Dumping of garbage within the port or inland waterway-- such should also be reported to local Coast Guard officials and/or environmental agency.
2. Refusal by ship personnel to maintain garbage aboard as regulations require.
3. Removal of garbage and/or prohibited or restricted stores from vessel without PPQ authorization.

I. Action

Customs should be requested by PPQ Form 227 to withhold clearance of vessel from port until garbage situation aboard the vessel is properly corrected. In those cases where garbage is scattered on deck or leaking in such a manner that workers unloading cargo will track through it, Customs should be requested to halt unloading as it can be considered to present a risk of animal or plant pest and disease introduction.

Micro Fiched

J. Approval of On-Shore Garbage Disposal Facilities

It will be the responsibility of the PPQ officer in charge to determine if adequate garbage disposal facilities exist at the port of entry. Listings of such "approved" ports will be forwarded through channels to Port Operations Development Staff for consolidation into a national listing for distribution to the field. Ongoing monitoring will be required. Compliance agreements with all organizations and/or personnel involved in the handling and disposal of such garbage should be completed and kept on file.

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex*, age*, national origin, or physical handicap*. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, sex*, age*, national origin, or physical handicap*. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section.

2. The Contractor will permit access to his/her records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices Commission, or any other agency of the State of California designated by the awarding authority, for the purpose of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

3. Remedies for Willful Violation:

Micro Fiched

- (a) The State may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgement having that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1426, which has become final, or obtained an injunction under Labor Code Section 1429.
- (b) For willful violation of this Fair Employment Practices provision, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his/her surety under the performance bond, if any, and the State may deduct from any moneys due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State.

*See Labor Code Sections 1411 - 1432.5 for further details.

Woodland, California

June 19, 1978

FILED

JUN 21 1979

PETER McNAMEE, Clerk
By *Calvin R. Rogers*
DEPUTY

LAURETTA KNIGHT, IVY D. KNIGHT and LEONARD KNIGHT

GRANTORS

RIGHT OF WAY CONTRACT
COUNTY HIGHWAY

Document No. 79-8 in the form of a Grant Deed, covering the
following described property:

Micro Fiched

A 30.00 foot wide strip of land being a portion of the Southwest Quarter of Section 4, Township 10 North, Range 1 East, M.D.B. & M., Yolo County, California, said 30.00 foot wide strip of land being more fully described as follows:

BEGINNING at the Southeast corner of said Southwest Quarter of Section 4; thence West 329.04 feet along the South line of said Southwest Quarter of Section 4 to the Easterly right of way line of County Road 17; thence North 57°00'00" West 55.08 feet along said Easterly right of way line, thence East 375.23 feet along a line parallel with and 30.00 feet Northerly of the South line of said Southwest Quarter of Section 4 to the East line of said Southwest Quarter of Section 4; thence South 30.00 feet along said East line of the Southwest Quarter of Section 4 to the point of beginning.

Containing 0.243 acres.

Document No. 79-9 in the form of a Highway Slope Easement Deed, covering the following described property:

A parcel of land being a portion of the Southwest Quarter of Section 4, Township 10 North, Range 1 East, M.D.B. & M., Yolo County, California, said parcel of land being more fully described as follows:

BEGINNING at the Southeast corner of said Southwest Quarter of Section 4; thence North 30.00 feet along the East line of said Southwest Quarter of Section 4 to THE TRUE POINT OF BEGINNING; THENCE continuing North 208.71 feet along the East line of said Southwest Quarter of Section 4; thence West 208.71 feet; thence South 208.71 feet; thence East 208.71 feet to the true point of beginning.

Containing 1.000 acres.

1 have been executed and delivered to Lloyd H. Roberts, Director of
2 Public Works of the County of Yolo.

3 In consideration of which, and the other consideration
4 hereinafter set forth, it is mutually agreed as follows:

5 I. The parties have herein set forth the whole of their
6 agreement. The performance of this agreement constitutes the
7 entire consideration for said documents and shall relieve the
8 County of Yolo all further obligations or claims on this account,
9 or on account of the location, grade and construction of the
10 proposed public improvement.

11 II. The County shall:

Micro Fiched

12 A. Pay the undersigned grantor the sum of \$700.00 for
13 the property as conveyed by Grant Deed No. 79-8 and Highway
14 Slope Easement Deed No. 79-9 (herein described) within
15 sixty (60) days after date title to said property vests in or is
16 in escrow for the County of Yolo, free and clear of all liens,
17 encumbrances, assessments, easements, and leases (recorded and/or
18 unrecorded).

19 This transaction will be handled through an Escrow Number
20 74836 with Western Title Insurance Company, P. O. Box 372,
21 Woodland, California 95695.

22 B. Pay all escrow and recording fees incurred in this
23 transaction including documentary tax stamps, if required, and if
24 title insurance is desired by the County, the premium charged
25 therefor.

26 C. As to the hereinabove described Highway Slope
27 Easement, during construction of this project known as County
28 Road No. 17, Work Order No. 4306, the County will:

- 29 1. Remove fences.
- 30 2. Remove approximately 3 feet of top soil
31 and temporarily stockpile it on Grantor's
32 remaining property within 100 feet of the
boundary of the hereinabove described
Highway Slope Easement.

- 1 3. Remove and export the subsoil to a level
2 not more than 28 feet below existing
3 ground level.
4 4. Replace stockpiled top soil on slope
5 easement and grade to smooth contour.
6 5. Replace fences at original horizontal
7 alignment.

8 III. Grantor hereby agrees to permit County or its
9 Contractor to enter upon the lands of the Grantor as may be
10 necessary to accomplish the work as described in C above.

11 IN WITNESS WHEREOF, the parties have executed this
12 agreement the day and year first above written.

Micro Fiched

13 Lauretta E. Knight
14 LAURETTA KNIGHT

15 Ivy D. Knight
16 IVY D. KNIGHT

17 Dated: June 19, 1979

18 Leonard E. Knight
19 LEONARD KNIGHT

20 RECOMMENDED FOR APPROVAL

21 BY Lizbeth Roberts

Mr C. Knight

22 APPROVED AS TO FORM

23 CHARLES R. MACK
24 COUNTY COUNSEL

COUNTY OF YOLO

25 BY [Signature]
26 DEPUTY COUNTY COUNSEL

27 [Signature]
28 CHAIRMAN OF THE BOARD OF SUPERVISORS
29 COUNTY OF YOLO, STATE OF CALIFORNIA

30 NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED
31
32

To:

BOARD OF SUPERVISORS
Yolo County, California

Auditor
County Counsel
George Jacob
Health
Mental Health
Marin Parents
Melinda Tucker
Cliff Attkisson

Date: June 19, 1979

Entry No. 5

File: MEN-16

Programs - Comm. Res. Treatment System.

X Agreements. (Marin Parents for Mental Recovery, Inc.)

(Melinda Tucker)

(Clifford Attkisson)

MEN-5 Finance - Budgets - Mental Health Services Plan.

See Agreement Book

MINUTE ORDER NO. 79-485: TOOK THE FOLLOWING ACTIONS REGARDING THE IMPLEMENTATION OF YOLO COUNTY'S BATES BILL PROPOSAL:

- 1- ADOPTED THE AMENDMENT TO THE 1979-80 COUNTY PLAN FOR MENTAL HEALTH SERVICES, TO INCLUDE THE BATES ACT COMMUNITY RESIDENTIAL TREATMENT SYSTEM. Micro Fiched
- 2- ACCEPTED \$708,000 IN UNANTICIPATED REVENUES AND APPROPRIATED THESE FUNDS IN THE APPROPRIATE ACCOUNTS; AND APPROVED AUDITOR'S TRANSFER OF FUNDS NO. 292, IN THE AMOUNT OF \$708,000 FOR THE ABOVE BATES BILL PROPOSAL.
- 3- AUTHORIZED THE CHAIRMAN OF THE BOARD OF SUPERVISORS TO EXECUTE THE FOLLOWING AGREEMENTS REGARDING A COMMUNITY RESIDENTIAL TREATMENT SYSTEM:
 - a - AGREEMENT NO. 79-238, WITH MARIN PARENTS FOR MENTAL RECOVERY, INC., FOR THE CONSULTATIVE SERVICES OF MURRAY LEVINE TO PROVIDE ADVICE AND COUNSEL CONCERNING THE DEVELOPMENT OF THE CONTEMPLATED COMMUNITY RESIDENTIAL TREATMENT SYSTEM.
 - b - AGREEMENT NO. 79-239, WITH MELINDA TUCKER, TO PROVIDE CONSULTATIVE SERVICES FOR THE DEVELOPMENT OF A LOCALLY OPERATED DATA BASED RESEARCH CAPABILITY.
 - c - AGREEMENT NO. 79-240, WITH CLIFFORD ATTKISSON, TO PROVIDE CONSULTATIVE SERVICES FOR THE DEVELOPMENT OF AN EVALUATION PLAN.
- 4- AUTHORIZED THE HEALTH SERVICES AGENCY TO PURCHASE TWO (2) NINE PASSENGER VANS.

Upon motion of Supervisor Black, seconded by Supervisor Thompson, and duly carried, the above Minute Order and Agreements were approved by the following vote:

Ayes: Black, DeMars, Thompson, Edmonds, Marchand.

Noes: None.

Absent: None.

MINUTE ORDER NO. 79-510, ITEM 238
AGREED BY MINUTE ORDER NO. 79-510, ITEM 238

FILED

JUN 19 1978

PETER McNAMER, Clerk

By [Signature]
DEPUTY

AGREEMENT NO. 79-239

(Agreement to provide funds for a Data Research Consultant)

THIS AGREEMENT, made and entered into this 19th day
of June, 1978, by and between the COUNTY OF YOLO, a political sub-
division of the State of California, hereinafter called COUNTY, and
MELINDA TUCKER, hereinafter called PROVIDER.

W I T N E S S E T H:

RECITALS:

1. COUNTY receives funds from the State Department of Mental Health to plan and operate a Community Residential Treatment System.
2. COUNTY carries out the responsibilities which accompany the funds through its Health Services Agency, Mental Health Department, hereinafter referred to as MENTAL HEALTH, in accordance with its State required "County Plan."
3. The Yolo County Plan requires MENTAL HEALTH to possess a data based research capability.
4. MENTAL HEALTH does not possess such a locally operated data based research capability or the available staff to develop such a capability.
5. PROVIDER represents she is capable of developing such a capability.
6. COUNTY and PROVIDER, therefore, wish to enter into an agreement for the development of a locally operated data based research capability under the terms and conditions set forth in this agreement. PROVIDER acknowledges that COUNTY enters into this agreement because of the hereinabove recitations, and would not have done so were PROVIDER unable to do so represent.

AGREEMENTS: COUNTY, in consideration of PROVIDER'S promises contained in hereinafter recited agreements, and PROVIDER, in consideration of COUNTY'S

promises contained in hereinafter recited agreements, agree:

1. PROVIDER'S SERVICE OBLIGATIONS: Prepare and present to COUNTY'S herein designated representatives recommendations concerning the feasibility of transferring MENTAL HEALTH's current computerized Management Information System to local operation; the approach to accomplishing the transfer; a plan for centralization and computerizing of all Health Service Agency information processing; and ^{the} design of input forms of MENTAL HEALTH's current computer system to improve collection of sociodemographic and clinical change data necessary for program planning; all by September 30, 1979.

2. MENTAL HEALTH'S SERVICE OBLIGATIONS:

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- a. Designate representative or representatives for administrative and program affairs.
- b. Provide access to information needed by PROVIDER to accomplish her task.

3. COUNTY'S DESIGNATED REPRESENTATIVES:

- a. Responsibility for this Agreement lies with MENTAL HEALTH's Program Chief of Mental Health Services.
- b. Program Chief may designate operational representatives from time to time in writing to PROVIDER to perform specific tasks or liaison functions.

4. ASSIGNMENT/SUB-CONTRACTING:

- a. PROVIDER may not assign or sub-contract her responsibilities except on the advance written authorization of COUNTY's herein designated representative.

//////////

1 5. RECORDS:

2 a. PROVIDER shall for four (4) years maintain records of all receipts
3 and expenditures, for whatever purposes received or expended, in
4 accordance with generally accepted accounting principles, separately
5 identifying revenues received and expenditures made pursuant to
6 this agreement.

7 b. PROVIDER shall make said records available for audit by COUNTY,
8 MENTAL HEALTH or State auditors upon the request of MENTAL HEALTH'S
9 representatives. Said request will provide at least one full working
10 day's notice of the impending audit.

Micro Fiched

11 6. RELATIONSHIP OF PARTIES: It is specifically understood and agreed that
12 PROVIDER is an independent contractor and is not subject to the direction
13 and control of COUNTY except as to final result. PROVIDER shall be
14 solely liable and responsible to pay all required taxes and other
15 obligations, including, but not limited to, applicable withholding and
16 Social Security, PROVIDER agrees to indemnify and hold COUNTY harmless
17 from any liability which it may incur to the Federal or State governments
18 as a result of this contract.

19 7. LIABILITY:

20 a. PROVIDER agrees to defend, indemnify and hold COUNTY harmless for any
21 and all claims, liability, or loss arising from PROVIDER'S performance
22 under this agreement.

23 b. PROVIDER shall purchase and maintain for the duration of this agreement
24 Public Liability Insurance in the amount of at least \$100,000/\$100,000
25 specifically naming COUNTY as an insured party thereto for all purposes.

26 // // // // // // // //

1 8. COMMUNITY SERVICES SYSTEM MANUAL: PROVIDER agrees to comply with all
2 applicable provisions contained in the Community Services System Manual,
3 incorporated herein by reference thereto as if fully setout herein.

4 9. PAYMENT:

5 a. The maximum payments from COUNTY to PROVIDER during the term of this
6 Agreement shall be a sum not to exceed \$ 11,000 (ELEVEN THOUSAND
7 DOLLARS).

8 b. Payment at the rate of \$20 per hour plus travel expenses outside area to
9 a maximum of \$600 shall be made by COUNTY to PROVIDER monthly upon
10 submission of a claim, in form prescribed by COUNTY, to COUNTY, design-
11 ating services rendered during the preceding month.

Micro Fiched

12 c. Where a herein recited report or claim is due from PROVIDER within a
13 month, payment for that month is expressly conditioned on the accept-
14 tance by COUNTY'S herein designated representative of the PROVIDER'S
15 progress on schedule.

16 d. Approval of this Agreement and of PROVIDER'S records as audited to be
17 accurate are conditions subsequent to COUNTY'S obligation to pay the
18 amount represented by any exception taken by the State.

19 e. COUNTY'S excuse of any given condition precedent or subsequent in any
20 given circumstance does not constitute a waiver of either that condi-
21 tion subsequent or precedent or any other condition precedent or
22 subsequent as to future circumstances.

23 10. AMENDMENTS: Except as provided herein, the body of this Agreement, together
24 with any exhibits attached hereto, fully expresses all understandings of
25 the parties concerning all matters covered and shall constitute the total
26 Agreement. Except as provided herein, no additions to, or alterations of,

1 the terms of this Agreement, whether by written or verbal understanding
2 of the parties, their officers, agents, or employees shall be valid
3 unless in the form of a written amendment to this Agreement which is
4 formally approved and executed by the parties executing this Agreement
5 or their successors in office.

6 11. NOTICE: Any notice to be given parties to this Agreement may be given
7 personally or by depositing same postmarked and registered in the United
8 States mail, postage prepaid and addressed to PROVIDER or COUNTY'S herein
9 designated representatives, as applicable, at the last known address
10 of either.

11 12. TERM:

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12 a. This Agreement shall commence on July 1, 1979, and terminate on
13 September 30, 1980, unless as otherwise provided herein in Agreement 12 b
14 below.

15 b. This agreement may be terminated by either party upon thirty (30)
16 days written notice to the other of such intent.

17 IN WITNESS WHEREOF, the parties hereto have executed this Agreement
18 as of the day and year hereinaabove setforth.

COUNTY OF YOLO, a political subdivision
of the State of California

19
20 Betsy A. Marchand
21 CHAIRMAN OF THE BOARD OF SUPERVISORS
22

23 MELINDA TUCKER

24 BY Melinda Tucker

25 ////////////////

26 ////////////////

1 ATTEST:

2 PETER J. McNAMER, CLERK

3
4 BY P. J. McNamer

5
6 MENTAL HEALTH DEPARTMENT

7
8 BY C. P. Lamon

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Micro Fiched

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APPROVED AS TO FORM

20

CHARLES B. MACK
COUNTY COUNSEL

21

BY Elizabeth A. Holly
DEPUTY COUNTY COUNSEL

22

23

24

25

26

FILED

JUN 19 1979

AGREEMENT NO. 79-440

PETER McNAMER, Clerk

(Agreement for an Evaluation Consultant) By _____ DEPUTY

THIS AGREEMENT, made and entered into this 19th day of

JUNE, 1979, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY, and Clifford Attkisson, hereinafter called PROVIDER.

W I T N E S S E T H:

RECITALS:

1. COUNTY receives funds from the State Department of Mental Health to plan and operate a Community Residential Treatment System.
2. COUNTY carries out the responsibilities which accompany the funds through its Health Services Agency, Mental Health Department, hereinafter referred to as MENTAL HEALTH, in accordance with its State required "County Plan".
3. The Yolo County Plan requires MENTAL HEALTH to evaluate the Community Residential Treatment System.
4. MENTAL HEALTH does not possess the available staff to develop an evaluative capability.
5. PROVIDER represents he is qualified to provide such a capability.
6. COUNTY and PROVIDER, therefore, wish to enter into an agreement for the development of an evaluation plan under the terms and conditions set forth in this agreement. PROVIDER acknowledges that COUNTY enters into this agreement because of the hereinabove recitations, and would not have done so were PROVIDER unable to do so represent.

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AGREEMENTS: COUNTY, in consideration of PROVIDER'S promises contained in hereinafter recited agreements, and PROVIDER, in consideration of COUNTY'S promises contained in hereinafter recited agreements, agree:

1. PROVIDER'S SERVICE OBLIGATIONS: Prepare and present to COUNTY'S herein designated representatives recommendations concerning the goals and

objectives for each element of the Community Residential Treatment System; the measures by which to evaluate the system's progress toward these goals; and the design of program evaluation studies which measure the effect of the system on hospital readmission rates; all by September 30, 1979.

1. MENTAL HEALTH'S SERVICE OBLIGATIONS:

- a. Designate representative or representatives for administrative and program affairs.
- b. Provide access to information needed by PROVIDER to accomplish his task.

3. COUNTY'S DESIGNATED REPRESENTATIVES:

- a. Responsibility for this Agreement lies with MENTAL HEALTH'S Program Chief of Mental Health Services.
- b. Program Chief may designate operational representatives from time to time in writing to PROVIDER to perform specific tasks or liaison functions.

Micro Fiched

4. ASSIGNMENT/SUB-CONTRACTING:

- a. PROVIDER may not assign or sub-contract his responsibilities except on the advance written authorization of COUNTY'S herein designated representative.

5. RECORDS:

- a. PROVIDER shall for four (4) years maintain records of all receipts and expenditures, for whatever purposes received or expended, in accordance with generally accepted accounting principles, separately identifying revenues received and expenditures made pursuant to this agreement.
- b. PROVIDER shall make said records available for audit by COUNTY, MENTAL HEALTH or State auditors upon the request of MENTAL HEALTH'S

1 representatives. Said request will provide at least one full working
2 day's notice of the impending audit.

3 6. RELATIONSHIP OF PARTIES: It is specifically understood and agreed that
4 PROVIDER is an independent contractor and is not subject to the direction
5 and control of COUNTY except as to final result. PROVIDER shall be
6 solely liable and responsible to pay all required taxes and other obli-
7 gations, including, but not limited to, applicable withholding and Social
8 Security, PROVIDER agrees to indemnify and hold COUNTY harmless from any
9 liability which it may incur to the Federal or State governments as a
10 result of this contract.

11 7. LIABILITY:

12 a. PROVIDER agrees to defend, indemnify and hold COUNTY harmless for any
13 and all claims, liability, or loss arising from PROVIDER'S performance
14 under this agreement. Micro Fiched

15 b. PROVIDER shall purchase and maintain for the duration of this agree-
16 ment Public Liability Insurance in the amount of at least \$100,000/
17 \$100,000 specifically naming COUNTY as an insured party thereto for
18 all purposes.

19 8. COMMUNITY SERVICES SYSTEM MANUAL: PROVIDER agrees to comply with all
20 applicable provisions contained in the Community Services System Manual,
21 incorporated herein by reference thereto as if fully set out herein.

22 9. PAYMENT:

23 a. The maximum payments from COUNTY to PROVIDER during the term of this
24 Agreement shall be a sum not to exceed \$3,750 (THREE
25 THOUSAND SEVEN HUNDRED FIFTY DOLLARS).

26 b. Payment at the rate of \$31.25 per hour shall be made by COUNTY to
27 PROVIDER monthly upon submission of a claim, in form prescribed by
28 COUNTY, to COUNTY, designating services rendered during the preceding
month.

- 1 c. Where a herein recited report or claim is due from PROVIDER within a
2 month, payment for that month is expressly conditioned on the accep-
3 tance by COUNTY'S herein designated representative of the PROVIDER'S
4 progress on schedule.
- 5 d. Approval of this Agreement and of PROVIDER'S records as audited to be
6 accurate are conditions subsequent to COUNTY'S obligation to pay the
7 amount represented by any exception taken by the State.
- 8 e. COUNTY'S excuse of any given condition precedent or subsequent in any
9 given circumstance does not constitute a waiver of either that con-
10 dition subsequent or precedent or any other condition precedent or
11 subsequent as to future circumstances.

Micro Fiched

12 10. AMENDMENTS: Except as provided herein, the body of this Agreement, together
13 with any exhibits attached hereto, fully expresses all understandings of
14 the parties concerning all matters covered and shall constitute the total
15 Agreement. Except as provided herein, no additions to, or alterations of,
16 the terms of this Agreement, whether by written or verbal understanding
17 of the parties, their officers, agents, or employees shall be valid
18 unless the form of a written amendment to this Agreement which is formally
19 approved and executed by the parties executing this Agreement or their
20 successors in office.

21 11. NOTICE: Any notice to be given parties to this Agreement may be given
22 personally or by depositing same postmarked and registered in the United
23 States mail, postage prepaid and addressed to PROVIDER or COUNTY'S herein
24 designated representatives, as applicable, at the last known address
25 of either.

26 12. TERM:

- 27 a. This Agreement shall commence on July 1, 1979, and terminate on
28 September 30, 1980, unless as otherwise provided herein in
Agreement 12 B below.

1 b. This Agreement may be terminated by either party upon thirty (30)
2 days written notice to the other of such intent.

3 IN WITNESS WHEREOF, the parties hereto have executed this Agreement
4 as of the day and year hereinabove set forth.

5 COUNTY OF YOLO, a political subdivision
6 of the State of California

7 B. A. Macdonald
8 CHAIRMAN OF THE BOARD OF SUPERVISORS

9
10 CLIFFORD ATTRISSON

11
12 BY C. Clifford Attrisson, Ph.D.

13 ATTEST:

14 PETER J. McNAMEE, CLERK

15
16 BY Peter Lucas
17 DEPUTY

Micro Fiched

18 MENTAL HEALTH DEPARTMENT

19
20 BY C. Thomson

21
22
23
24 APPROVED AS TO FORM
25 CHARLES R. MACK
26 COUNTY COUNSEL

26 BY Elizabeth A. Kelly
27 DEPUTY COUNTY COUNSEL
28

AGREEMENT MADE THIS 19th DAY OF June 1979

BETWEEN

The County of Yolo, A Politcal Subdivision in the State of California

AND

WOODWARD-CLYDE CONSULTANTS

FOR

CONSULTING SERVICES

FILED

JUL - 2 1979

PETER McNAMEE, Clerk

By Balwant Poljees
Deputy

RECEIVED

JUL - 21979

PETER McNAMEE, Clerk

By _____ Deputy

WHEREAS, the County of Yolo
(hereinafter "Client") desires Woodward-Clyde Consultants, (hereinafter
"Consultant") _____ to
provide consulting services, and

WHEREAS, the parties desire to set forth the terms and conditions under which the said consulting services shall be performed;

Micro Fiched

NOW THEREFORE, in consideration of these promises and of the mutual covenants herein, the parties hereto agree as follows:

ARTICLE I - SCOPE OF SERVICES

Consultant agrees to perform for Client the consulting services described in Attachment A attached hereto and incorporated in the Agreement. Such services shall be performed during the period mentioned and at the times and locations specified.

The Scope of Services to be performed shall not be materially different from or more or less extensive than those references above unless such modifications are reduced to writing and signed by authorized representatives of Client and Consultant.

Client understands that the services hereunder are provided for its exclusive use on the project for which the services are provided and that such services, data, recommendations, proposals, reports, design criteria, and similar information provided by Consultant are not to be used or relied upon by other parties except as required by the design and licensing requirements of the project for which the services were provided.

ARTICLE II - CONTRACTUAL RELATIONSHIP

In performing the services under this Agreement, Consultant shall operate as and have the status of an independent contractor and shall not act as or be an agent or employee of Client. As an independent contractor, Consultant will be solely responsible for determining the means and methods for performing the consulting services described in the Scope of Services.

ARTICLE III - COMPENSATION AND PAYMENT

As full consideration for the performance of services described herein, Client shall pay to Consultant the compensation provided for in Attachments B & C attached hereto and made a part of this Agreement. Consultant shall submit monthly to Client in duplicate an invoice showing the services performed in the preceding month, and the charges therefor.

Within thirty (30) days after receipt of an invoice, Client shall pay the full amount of the invoice; however, if Client objects to all or any portion of any invoice, it shall so notify Consultant of the same within fifteen (15) days from date of receipt of invoice and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion of the invoice. Client shall pay an additional charge of one and one-half percent (1-1/2%) per month for any payment made more than thirty (30) days after receipt of the invoice. The additional charge shall not apply to any disputed portion of any invoice.

Micro Fiched

ARTICLE IV - INSURANCE

Consultant reports that it now carries and will continue during the term of this Agreement to carry Workmen's Compensation, Comprehensive General and Contractual Liability and Comprehensive Automobile Liability insurance.

If requested, Consultant shall provide to Client certificates as evidence of the aforementioned insurance. Such certificates shall state that the insurance carrier will give Client thirty (30) days prior written notice of any cancellation of or material change in such policies.

ARTICLE V - PROFESSIONAL RESPONSIBILITY AND INDEMNIFICATION

Consultant shall perform the services to be furnished by it hereunder in accordance with customarily accepted good and sound professional practices and procedures, as specified in Article I. Although under Article VI of this Agreement Consultant is not liable for "consequential damages" as therein defined, Consultant hereby agrees to indemnify Client for the actual, direct damages incurred by Client as a result of Consultant's negligent performance of the service hereunder.

It is agreed that if Consultant provides, at its own expense, insurance acceptable to Client which would indemnify Client against such damages from Consultant's negligence in the performance of its services hereunder, Client will, upon receiving the proceeds therefrom, hold Consultant liable for only such of the damages above as are not reimbursed by reason of the deductible provisions of such policies or the monetary limits of such policies. The Consultant's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability based upon the active negligence of Client.

Micro Fiched

In the event that the Client makes a claim against Consultant, at law or otherwise, for any alleged error, omission or other act arising out of the performance of professional services, and the Client fails to prove such claim upon final adjudication, then the Client shall pay all costs incurred by Consultant in defending itself against the claim, including but not limited to, personnel-related costs, attorneys' fees, court costs, and other claim-related expenses.

ARTICLE VI - CONSEQUENTIAL DAMAGES

Consequential damages as defined in this Agreement shall mean all indirect damages other than the actual, direct damages specified in Article VIII of this Agreement. Consultant shall not be liable for said consequential damages arising out of or related to this Agreement.

ARTICLE VII - ASSIGNMENT AND SUBCONTRACT

Consultant's duties and obligations under this Agreement may not be assigned by it; however, with the approval of Client, Consultant may employ suitably trained and skilled persons or firms under subcontracts to perform any part of the said duties and obligations.

ARTICLE VIII - FORCE MAJEURE

Should completion of any portion of the services be delayed beyond the estimated date of its completion due to circumstances beyond control of or without the fault or negligence of Consultant, the parties to this Agreement shall mutually agree on the terms and conditions upon which the services may be continued or terminated. Force majeure includes unforeseeable causes beyond the control and/or without the fault or negligence of the Consultant including but not restricted to acts of God, or the public enemy, acts of other contractors with the Client, fires, floods, epidemics, riots, quarantine restrictions, strikes, civil insurrections, freight embargoes, and unusually severe weather.

ARTICLE IX - SUSPENSION

(a) Client may, at its sole option, by notice in writing to Consultant, suspend at any time the performance of all or any portion of services to be performed under this Agreement. Upon receipt of any such notices, Consultant shall immediately discontinue services, placing of orders, contracts, and rental agreements to the extent they relate to services suspended, on the date and to the extent specified in the notice; and unless otherwise specifically stated in the notice, Consultant shall continue to protect and maintain the work theretofore completed, including those portions on which services have been suspended.

Micro Fiched

(b) In the event of such suspension, Consultant will be reimbursed for the following costs, reasonably incurred, without duplication of any items, to the extent that such costs result from such suspension of services:

(1) A standby charge to be paid to Consultant to compensate for keeping, to the extent required in the notice, its organization and equipment committed to the work sites in a standby status, and for the cost of maintaining and protecting that portion of the work upon which activities have been suspended;

(2) All reasonable costs as mutually agreed associated with demobilization and relocation of Consultant's plant, forces and equipment, and costs which Consultant is or will be legally obligated to pay related to the performance of services rendered.

ARTICLE X - TERMINATION

Client shall have the right to terminate this Agreement in whole or in part. Upon receipt of any termination notice Consultant shall immediately discontinue services on the date and to the extent specified in the notice in the manner specified in Article IX (a). Consultant shall be paid the amount earned by or reimbursable to it hereunder to the time specified in said notice, including fee payments received or otherwise due and all reasonable costs incurred by Consultant prior to and in connection with discontinuing the work hereunder, including the costs associated with subcontracts terminations, and shall have no further claim against Client with respect thereto.

ARTICLE XI - AUTHORIZED REPRESENTATIVES AND NOTICES

For each project, Consultant shall promptly designate a competent Authorized Representative to represent and act for Consultant who shall have authority to make binding and enforceable decisions except as provided in Article I hereof, and to accept service of all notices which Client desires to serve, or which are required by this Agreement to be served, on Consultant. Consultant shall, upon commencement of performance of this Agreement, advise Client in writing of the name, address and telephone number of such designated Representative and of any change in such designation.

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Similarly, the Client will designate an Authorized Representative for each project.

Any notices provided for hereunder may be served personally on Client's Representative and Consultant's Representative at their respective place of business or by registered mail to the address of each party shown on the face hereof.

ARTICLE XII - ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between Client and Consultant. It supersedes all prior or contemporaneous communications, representations of agreements whether oral or written with respect to the subject matter thereof and has been induced by no representations, statements or agreements other than those herein expressed. No agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby.

This Agreement shall in all respects be interpreted and construed and the rights of the parties hereto shall be governed by the laws of the State of California.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by the duly authorized officers.

County of Yolo

By

Betsy A. Marchand

WOODWARD-CLYDE CONSULTANTS

By

Thad A. Clark

Approved as to Form

Dated 6/21/79

[Signature]
County Counsel of Yolo County

Micro Fiched

ATTACHMENT A
PROPOSAL FOR EVALUATION OF AGGREGATE EXTRACTION
PERMIT APPLICATIONS

This proposal presents our scope of work, cost estimate, and schedule for an evaluation of aggregate extraction and reclamation plans and the effect implementation of these plans may have on Cache Creek and on ground water near the creek.

BACKGROUND

In 1975, Woodward-Clyde Consultants commenced a study for the County of Yolo which examined the effects of aggregate Micro Fiched extraction on the bed of Cache Creek, erosion of its banks, and the impacts on groundwater conditions near the creek. The main conclusions of our report (dated August 1976) were that the streambed had lowered substantially as a result of gravel extraction; the stream had widened, also as a result of extraction; and the groundwater level near the creek (above Moore Dam) had lowered in response to the lowered stream channel. On the basis of this report and much deliberation, the County has developed and passed an interim ordinance to control aggregate extraction in Cache Creek. To comply with this ordinance, the existing gravel operators have submitted permit applications and reclamation plans to the County. The County has the responsibility to evaluate these applications for conformance with the ordinance and to consider the possible effects on the stream channel if the reclamation plans were carried out. Woodward-Clyde has been asked to assist the County in their review process.

SCOPE OF WORK

The scope of work will consist of three tasks which are described as follows:

Task 1: Evaluation of Cache Creek Aggregate Reclamation Plan

Cache Creek Aggregate plans to construct an access road in the form of a dike to prevent erosion of the stream bank adjacent to the canal which leads from Moore Dam. The dike is intended to cause water to pond behind the dike during periods of high flow, thereby acting as a "water cushion" to slow the erosive effects of the stream. The effect of this scheme on groundwater recharge and deposition of sediments behind the dike will be evaluated in this task. The evaluation will be based on a study of the reclamation plan, a one-day field trip to evaluate the site conditions, and study of data from our previous work and data in county files. A letter report will be prepared and submitted to the County which presents our evaluation and conclusions regarding this plan. Micro Fiched

Task 2: Review of Applications

The applications submitted by the eight gravel operators in Cache Creek will be evaluated to assess their conformance with the letter and intent of the ordinance and assess the potential impacts that the reclamation schemes imply. These include assessing the planned operations' ability to comply with the physical requirements of the ordinance (including channel width, depth, and gradient). Our conclusions regarding each application will be submitted as a letter report to the County.

Task 3: Evaluation of Groundwater Changes

It has been reported that the previously depressed ground water table recovered to levels of early years during the wet winter of 1978-79. Woodward-Clyde will review the water level data collected since our 1975-76 investigation to determine what ground water level changes have occurred during this interim period. Data will be obtained from the Yolo County Flood Control and Water Conservation District records and from records in the files of the California Department of Water Resources in Sacramento. Particular attention will be paid to water levels in key wells near Cache Creek which showed a progressive lowering of the spring high-water level coincident with a lowering of the stream channel. This task will be limited to a study of the upper Cache Creek ground water basin, west of the Dunnigan Narrows, which is the only area where permanent loss of storage due to stream bed lowering has occurred. The results of this task will be shown as hydrographs of key wells showing change in water level with time since our previous study. These will be presented in a brief letter report summarizing our approach and findings. Micro Fiched

MEETINGS

We have anticipated in this scope of work the need for two meetings at the County offices to discuss the results of Tasks 1 and 2. These meetings would be scheduled at completion of each of these two tasks, after our letter report has been reviewed by the County. The results of Task 3 are expected to be reasonably straight forward and it is anticipated that discussion of the results can be accomplished by conference telephone.

COST ESTIMATE

We propose to conduct the scope of work on a cost reimbursable basis. We will provide the County with bi-weekly progress reports showing the cost incurred to date. Billing will be according to the hourly personnel rates shown in the 1979 Schedule of Charges and Conditions, Attachment B. Personnel costs during travel (e.g., to and from the San Francisco Bay Area) will be charged at the same hourly rates. Mileage will be billed at \$.17 per mile for use of personal cars or the billed rate plus 15% for auto rental. Billing will be monthly and the invoices are due and payable upon receipt. For further details see 1979 Schedule of Charges and Conditions, Attachment "B".

Micro Fiched

The following is an estimate of our costs for each task. We will not exceed these estimates without notifying the County in advance. It is understood that these are estimates and that the scope of work may require exceeding these values, but not without prior authorization by the County.

Task 1 - Evaluation of Cache Creek Aggregate Reclamation Plan:	\$ 2,900
Task 2 - Review of Permit Applications	\$18,040
Task 3 - Evaluation of Ground water Changes	<u>\$ 3,100</u>
Total Estimated Cost	\$24,040

SCHEDULE

We can begin the proposed work immediately upon authorization to proceed, recieved in writing from the County. Task 1 will receive initial attention, since that application must be acted upon by the County first. We anticipate completing Task 1 in two weeks. Review of the eight applications in Task 2 will require approximately eight weeks (unless unusual or unexpectedly complicated reclamation plans are proposed). Task 3 will require approximately two weeks to complete and will begin upon completion of the review of applications (unless the County feels that Task 3 should receive higher priority).

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1979 SCHEDULE OF CHARGES AND CONDITIONS

Woodward-Clyde Consultants
(Western Region)

The method of establishing the fee for our services is as set forth in Manual No. 45c of the American Society of Civil Engineers. A new schedule of charges is issued at the beginning of each year. Unless other arrangements have been made, charges for all work including projects initiated in the prior year will be based on the new schedule of charges. Our charges are divided into four categories: Personnel, Outside Services, Equipment Rental, and Tests.

PERSONNEL: Personnel charges are for technical work. Charges are made for technical typing as in the preparation of reports and for the time and costs of printing as in the production of reports. Direct charges are not made for secretarial service, office management, accounting, and maintenance since these items are included in overhead. Charges are computed by multiplying salary cost by two and one-half. Salary cost includes direct payroll costs, payroll taxes, vacation, holidays, sick leave, retirement, and employee insurance. For technical typing, printing, laboratory, and graphics, averages for each group are used instead of individual salaries. For all others, individual salaries are used. Current personnel rates are as follows:

Personnel	Hourly Salary Cost
Technical Typing	\$ 8.50
Reproduction (printing)	8.00
Graphics	11.50
Laboratory Analyst	11.50
Engineer or Geologist Assistant	7.00 to 9.50
Staff Engineer or Geologist	7.00 to 13.50
Field Engineer or Geologist	12.50 to 16.00
Senior Staff Engineer or Geologist	9.50 to 17.00
Project Engineer or Geologist	13.50 to 21.50
Senior Project Engineer or Geologist	18.00 to 26.50
Associate	23.00 to 29.50
Senior Associate	30.00
Principal	32.00
Senior Consultant	34.00

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Court appearance as an expert witness will be charged at a rate of \$750.00 per day, plus expenses. The full day rate will be the minimum charge for any portion of a day. Preparation for a court case will be charged at regular hourly rates.

For all unionized engineering technicians, hourly salary cost rates are derived from salaries paid as for all other personnel described above. These salary cost rates are then multiplied by two and one-half. Hourly salary costs range between \$8.50 and \$13.00.

Time spent in travel in the interest of the client will be charged at hourly rates except that no more than 8 hours of travel time will be charged in any day. When it is necessary for an employee to be away from the office overnight, actual costs of, or a negotiated rate for, living expenses will be charged. A multiplier of 1.15 will be applied to all personnel expenses.

OUTSIDE SERVICES: Drilling, bulldozing, trenching and similar grading contract work in connection with exploration on which WCC administers a subcontract will be charged at the cost rate times 1.25.

Other outside services and equipment rental items will be charged at the billing or cost rate times 1.15. Common items to which this 1.15 multiplier applies include: equipment rental, printing and photographic work, computer time purchases (which are increased by a factor to cover computing equipment leases), special insurance, outside consultants, travel and transportation, subsistence (for room and board) and long distance communications.

EQUIPMENT RENTAL:

Automobiles and trucks (travel plus man hours on site)	\$ 4.00/hour
Soil Sampler, sample tubes, and pickup truck use for exploration	9.00/hour
Automobiles and light trucks may be charged at this alternate rate by prior arrangement	.25/mile
Field Instrumentation	
Geophysical Equipment	
Seismology Equipment	
Geology Equipment	
Offshore Equipment	
} — see SPECIALIZED EQUIPMENT RENTAL RATES	

SPECIAL SERVICES:

Earthquake Data Bank	
Ground Motion Data Bank	
Aerial Photography Library	
} — USE CHARGES QUOTED ON REQUEST	

(over)

TESTS:

Field Tests/Field Density Tests (sand method or nuclear method)..... \$ 4.50/each

Laboratory Tests - Fixed unit prices for laboratory tests are based on two-and-one-half times salary cost for laboratory personnel plus a charge for laboratory overhead which includes equipment, equipment maintenance, and supplies. Prices are based on the average running time required for each test. Special sample or equipment preparation or laboratory consulting will be based on hourly personnel charges. Fixed unit prices do not include preparation time for Shelby tube samples; this time will be billed on a per hour basis. A charge will be made for tubes rendered unusable by required handling in preparation and testing.

Charges for special testing not covered by this schedule are based on two-and-one-half times salary cost for personnel making the test plus a laboratory charge per man hour. An extra charge may be added for the use of certain special equipment.

Sieve analysis - coarse and fine, including wash (3 in. to #200), per test	\$ 40.00	
Sieve analysis - fine, including wash (#4 to #200), per test	30.00	
Wash analysis (#200 only), per test	25.00	
Hydrometer analysis, standard ASTM	35.00	
Hydrometer analysis (modified 3 point), per test	30.00	
Liquid Limit, per test	20.00	
Plastic Limit, per test	20.00	
Shrinkage Limit, per test	35.00	
Specific gravity of soils, per test	30.00	
Moisture determination and/or dry density		
1 to 9 samples per test request	9.00 each	
10 to 49 samples per test request	7.00 each	
50 or more samples per test request	5.00 each	
Moisture content, dry density and unconfined compression test (set)		
1 to 9 samples per test request	16.00 each	
10 to 49 samples per test request	13.00 each	
50 or more samples per test request	10.00 each	
Additional charge for stress-strain curve	30.00 each	
Direct shear test, per point	130.00	
Residual direct shear test	Charges quoted on request	
Consolidation test, 6 load and 2 unload increments per test	200.00	
Each additional loading or unloading increment	20.00	
Permeability on undisturbed sample, per test	80.00	
Permeability on fabricated sample, per test	100.00	
Maximum-minimum density, WCC Special Method	85.00	
Laboratory compaction, up to 4-in. diameter mold	80.00	
Laboratory compaction, 6-in. diameter mold	95.00	
Swell test, at one load (each additional loading, \$20.00)	80.00	
Sand Equivalent	25.00	
Rock core testing	Charges quoted on request	
Triaxial compression test	Charges quoted on request	
High-pressure triaxial compression test on rock cores	Charges quoted on request	
100-kip closed-loop universal test machine, per hour (personnel charges extra)	35.00	
MTS 20-kip cyclic loading equipment, per hour (personnel charges extra) ..	35.00	
MTS 5-kip cyclic loading equipment, per hour (personnel charges extra) ..	35.00	
X-Y Recorder, use per plot	4.00	

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INVOICES: Invoices will be rendered monthly, either as a final or partial billing, and will be payable upon receipt unless other arrangements have been made previously. Interest of 1% per month will be payable on accounts not paid within 30 days. Any attorneys' fees or other costs incurred in collecting any delinquent amount shall be paid by the Client.

CONDITIONS: Woodward-Clyde Consultants warrants that our services are performed, within the limits prescribed by our Clients, with the usual thoroughness and competence of the engineering profession. No other warranty or representation, either expressed or implied, is included or intended in our proposals, contracts, or reports.

Our liability to the Client for injury or damage to persons or property arising out of work performed for the Client and for which legal liability may be found to rest upon us, other than for professional errors and omissions, will be limited to our general liability insurance coverage. For any damage on account of any error, omission, other professional negligence, our liability will be limited to a sum not to exceed \$50,000 or our fee, whichever is greater. In the event that the Client does not wish to limit our professional liability to this sum, we will waive this limitation upon the Client's written request provided that the Client agrees to pay for this waiver, an additional consideration of 10% of our total fee or \$1,000, whichever is greater.

In the event that the Client makes a claim against Woodward-Clyde Consultants, at law or otherwise, for any alleged error, omission or other act arising out of the performance of our professional services, and the Client fails to prove such claim upon final adjudication, then the Client shall pay all costs incurred by Woodward-Clyde Consultants in defending itself against the claim, including but not limited to, personnel-related costs, attorneys' fees, court costs and other claim-related expenses.

We will not be liable for damage or injury arising from damage to subterranean structures (pipes, tanks, telephone cables, etc.) which are not called to our attention and correctly shown on the plans furnished us, in connection with work performed by us.

1979 CHARGE RATES FOR SPECIALIZED EQUIPMENT AND SERVICES
WOODWARD-CLYDE CONSULTANTS
Western Region

	Rent Rate (\$)*	
	per Day	per Week
<u>Geotechnical Field Instrumentation</u>		
Borehole Inclinator (casing installation and materials estimated on request)	140	450
Water Quality Equipment	30	100
Steven's Water Level Recorder	15	50
Submersible Pump (3-in. diameter) with Hoist	35	120
Field Test Percolation Equipment	--	20
Water Level Probe	--	20
Geotest Pore Pressure Indicator (100 or 300 psi)	30	100
Gleitzl Pore Pressure Indicator	20	60
SINCO Pore Pressure Indicator	30	100
Micrometer Beam	60	180
Telemac Vibrating Wire Instrument Readout	30	100
Tube Profile Gauge	50	150
Interfels Extensometer	1600 (left in place)	
Magnet Extensometers	1600 per 5-anchor installation to 150 ft (left in place)	
Magnet Extensometer Readout	20	60
Gleitzl Pore Pressure Cell	300 (left in place)	
Gleitzl Soil Stress Cell	400 (left in place)	
Irad Vibrating Wire Instrument Readout	50	150
<u>Geophysical Equipment</u>		
REFRACTION SEISMOGRAPH SYSTEMS		
12-channel DRESSER/SIE Model RS-4 or RS-44	200	700
12-channel DRESSER/SIE Model RM-49S with signal enhancement	250	900
1-channel Signal Enhancement, Bison	90	300
REFLECTION SEISMOGRAPH SYSTEMS		
12-channel DRESSER/SIE Model RM-49S with signal enhancement, AGC and filtering	400	1400
BLAST AND VIBRATION MONITORING SEISMOGRAPHS		
Sprengnether Model VS-1100	60	180
Sprengnether Model VS-1200	80	250
Borehole Logger (WIDCO) with Probes for Self-Potential, Resistivity, Natural Gamma	75	250
Deep-hole Equipment (WIDCO)	150	500
Borehole Caliper (WIDCO)	15	50
(Other special probes quoted on request)		
Crosshole shearwave equipment, including WCC shearwave hammer	350	1200
Downhole shearwave system	250	800
Three axis geophone set (2) for downhole or crosshole surveys	50	160
Resistivity system Bison Model 2350B	80	250
Vibroground, shallow investigation	35	120
Magnetometer Geometrics Model G-816	80	250

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*Monthly rental rate is three times weekly rate.

Seismology Equipment

Microearthquake Drum Recorder System	\$600/month
Digital Event Recorder System	\$1200/month
Radio-Telemetry link (for remote station)	\$400/month

Geology Equipment

Aerial Photographic Camera	\$0.10/frame (\$20/day minimum)
Surveying Altimeter	\$10/day \$35/week

Special Services

Ground Motions Data Bank	Charges quoted on request
Earthquake Data Bank	Charges quoted on request
Aerial Photography Library	Charges quoted on request

AGREEMENT NO. 79-242

State of California The Resources Agency
DEPARTMENT OF PARKS & RECREATION

BK.

PROJECT AGREEMENT STATE BEACH, PARK, RECREATIONAL AND HISTORICAL FACILITIES BOND ACT OF 1974

APPLICANT County of Yolo PROJECT NUMBER 52-0007
(Name of Applying Jurisdiction) (Leave Blank)
PROJECT TITLE Elkhorn Regional Park
PROJECT PERFORMANCE PERIOD Date of Execution by State to June 30, 1982

Under the terms and conditions of this agreement, the applicant agrees to complete the project as described in the project description and the State of California, acting through its Director of Parks and Recreation pursuant to the State Beach, Park, Recreational and Historical Facilities Bond Act of 1974, agrees to fund the project up to the total state Grant amount indicated.

PROJECT DESCRIPTION

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Construction of a multipurpose building with restrooms, an interpretive center and storage space with utilities and lighting and the purchase and installation of picnic tables, barbecues and fire rings.

FILED

SEP 11 1979

Total State Grant not to exceed \$ 50,000.00

PETER McNAMEE, Clerk

By Peter McNamee
Deputy

County of Yolo
Applicant Name and Jurisdiction

By Betsy A. Marchand
Signature of Applicant Representative

Title Chairman Board of Supervisors

Date August 13, 1979

ATTEST: Peter McNamee, Clerk

By Barbara Douglas
Deputy

XXXX

Date August 13, 1979

The General Provisions attached are made a part of and are incorporated into the Agreement.

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

By R. W. Porter

Date 8/27/79

CERTIFICATION OF FUNDING

(Leave Blank)

AGREEMENT NUMBER <u>30-22-361</u>		FUND <u>State Beach, Park, Recreational and historical facilities bond fund of 1974</u>			
AMOUNT OF ESTIMATE <u>\$50,000.00</u>		APPROPRIATION			
UNENCUMBERED BALANCE <u>\$</u>		CHAP. <u>3301.377</u>	CLAS. <u>176</u>	STATUTE <u>176</u>	FISCAL YEAR <u>1979-80</u>
BAL. F. FUNDING BALANCE <u>\$</u>		FUNCTION			
BAL. F. FUNDING BALANCE <u>\$</u>		LINE ITEM ALLOCATION			
BAL. F. FUNDING BALANCE <u>\$</u>		<u>30-76 50831 840</u>			
I hereby certify that my own personal knowledge that budgeted funds are available for this purpose.				F. B. A. No. <u>9-2-79</u>	
SIGNATURE <u>Pamela J. Lewis</u>				Date <u>9-2-79</u>	

STATE BEACH, PARK, RECREATIONAL AND HISTORICAL FACILITIES BOND ACT OF 1974

Project Agreement
Special Provisions

General Provisions

A. Definitions

1. The term "State" as used herein means the California State Department of Parks and Recreation.
2. The term "Act" as used herein means the State Beach, Park, Recreational and Historical Facilities Bond Act of 1974 as amended.
3. The term "Project" as used herein means the project which is described on page 1 of this agreement.
4. The term "Applicant" as used herein means the party described as applicant on page 1 of this agreement.

B. Project Execution

1. Subject to the availability of grant moneys in the Act, the State hereby grants to the Applicant a sum of money (grant moneys) not to exceed the amount stated on page 1 in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the Description of Project on page 1 and under the terms and conditions set forth in this agreement.

Applicant agrees to assume any obligation to furnish any additional funds that may be necessary to complete the project. Any modification or alteration in the project as set forth in the application on file with the State must be submitted to the State for approval.

2. The Applicant agrees to complete the Project in accordance with the time of project performance set forth on Page 1 and under the terms and conditions of this agreement.
3. If the Project includes development, the development plans and specifications shall be reviewed and approved by the State.
4. The Applicant shall secure completion of the development work in accordance with the approved development plans and specifications or Force Account Schedule.
5. The Applicant shall permit periodic site visits by the State to determine if development work is in accordance with the approved plans and specifications or Force Account Schedule, including a final inspection upon Project completion.
6. All significant deviations from the Project shall be submitted to the State for prior approval.
7. If the project includes acquisition of real property, the purchase price shall be the fair market value of such property as established by the applicant's approved appraisal of such property which has also been approved by state or the amount established as compensation by a nonstipulated final judgment in an eminent domain proceeding. The approved appraisal report (prepared in accordance with Government Code Section 7267 to 7267.7 inclusive) used to establish the fair market value or compensation shall be furnished to state for review and approval. Applicant agrees to furnish state additional supportive appraisal material or justification as may be requested by state.

Applicant agrees to furnish State preliminary title reports respecting such real property or such other evidence of title which is determined to be sufficient by State. Applicant agrees in negotiated purchases to correct prior to or at the close of escrow any defects of title which in the opinion of State might interfere with the operation of the Project. In condemnation actions such title defects must be eliminated by the final judgment.

8. Applicant in acquiring real property, the cost of which is to be reimbursed with grant moneys under this agreement, shall comply with Chapter 16 (commencing with Section 72601) of Division 7 of Title 1 of the Government Code and any applicable federal, state, or local laws or ordinances. Documentation of such compliance will be made available for review by the State upon request.

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C. Project Costs

The grant moneys to be provided Applicant under this agreement shall be disbursed as follows:

1. If the Project includes acquisition of real property, the State shall disburse to Applicant the grant moneys as follows, but not to exceed in any event the State grant amount allocated for acquisition as set forth on page 1 of this agreement.
 - a. When acquisition is through negotiated purchase, State will disburse the amount of the State approved purchase price together with State approved costs of acquisition.
 - (1) State may elect to make disbursement for deposit into escrow.
 - b. When acquisition is through proceedings in eminent domain, State will disburse the amount of the total award as provided for in the final order of condemnation together with State approved costs of acquisition.
 - c. In the event Applicant abandons such eminent domain proceedings, Applicant agrees to bear all costs in connection therewith and that no grant moneys shall be disbursed for such costs.
2. If the Project includes development, after approval by State of Applicant's plans and specifications or Force Account Schedule and after completion of the Project or any phase or unit thereof, State shall disburse to Applicant upon receipt and approval by State of a statement of incurred costs from Applicant, the amount of such approved incurred costs shown on such statement, not to exceed the State grant amount allocated for development, as set forth on page 1 of this agreement, or any remaining portion of such grant amount to the extent of such statement. State may disburse up to 90% of the State grant amount allocated for development as shown on page 1 of this agreement, upon receipt and approval by State of a statement of estimated costs from Applicant.

The statements to be submitted by Applicant shall set forth in detail the incurred or estimated cost of work performed or to be performed on development of the Project and whether performance will be by construction contract or by force account. Statements shall not be submitted more frequently than ninety day periods unless otherwise requested by State.

Modifications of the development plan and schedule must be approved by State prior to any deviation from the State approved plan and schedule unless previously authorized by the State.

D. Project Administration

1. The Applicant shall promptly submit such reports as the State may request.

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In any event Applicant shall provide State a report showing total final Project expenditures.
2. Property and facilities acquired or developed pursuant to this agreement shall be available for inspection by the State upon request.
3. The Applicant shall use any moneys advanced by the State under the terms of this agreement solely for the Project herein described.
4. If grant moneys are advanced, the Applicant shall place such moneys in a separate interest bearing account, setting up and identifying such account prior to the advance. Interest earned on grant moneys shall be used on the project or paid to the State. If grant moneys are advanced and not expended, the unused portion of the grant shall be returned to the State within 60 days of completion of the Project or end of the Project performance period, whichever is earlier.
5. Gross income that is earned by the Applicant from a State approved non-recreational use on an acquisition project, subsequent to taking title by the Applicant, must be used by the Applicant for recreational purposes at the Project.

E. Project Termination

1. The Applicant may unilaterally rescind this agreement at any time prior to the commencement of the Project. After Project commencement this agreement may be rescinded, modified or amended by mutual agreement in writing.
2. Failure by the Applicant to comply with the terms of this agreement or any other agreement under the Act may be cause for suspension of all obligations of the State hereunder.
3. Failure of the Applicant to comply with the terms of this agreement shall not be cause for the suspension of all obligations of the State hereunder if in the judgment of the State such failure was due to no fault of the applicant. In such case, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this agreement.

4. Because the benefit to be derived by the State, from the full compliance by the Applicant with the terms of this agreement, is the preservation, protection and net increase in the quantity and quality of beaches, parks, public outdoor recreation facilities and historical resources available to the people of the State of California and because such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State by way of grant moneys under the terms of this agreement, the Applicant agrees that payment by the Applicant to the State of an amount equal to the amount of the grant moneys disbursed under this agreement by the State would be inadequate compensation to the State for any breach by the Applicant of this agreement. The applicant further agrees therefore, that the appropriate remedy in the event of a breach by the Applicant of this agreement shall be the specific performance of this agreement.

F. Hold Harmless

1. Applicant hereby waives all claims and recourse against the State including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this agreement except claims arising from the concurrent or sole negligence of State, its officers, agents, and employees.
2. Applicant shall indemnify, hold harmless and defend State, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the acquisition, development, construction, operation or maintenance of the property described as the Project which claims, demands or causes of action arise under Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of State, its officers, agents, or employees.
3. In the event State is named as codefendant under the provisions of Government Code Section 895 et seq., the Applicant shall notify State of such fact and shall represent State in the legal action unless State undertakes to represent itself as codefendant in such legal action in which event State shall bear its own litigation costs, expenses, and attorney's fees.
4. In the event of judgment entered against State and Applicant because of the concurrent negligence of State and Applicant, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.

G. Financial Records

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1. The Applicant shall maintain satisfactory financial accounts, documents and records for the Project and shall make them available to the State for auditing at reasonable times. Such accounts, documents and records shall be retained by the Applicant for three years following project termination or completion.

During regular office hours each of the parties hereto and their duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this agreement or matters related thereto. Applicant shall maintain and make available for inspection by State accurate records of all of its costs, disbursements and receipts with respect to its activities under this agreement.

2. The Applicant may use any generally accepted accounting system provided such system meets the minimum requirements as may be established by State.

H. Use of Facilities

1. The property acquired or developed with grant moneys under this agreement shall be used by the Applicant only for the purpose for which the State Grant moneys were requested and no other use of the area shall be permitted except by specific act of the Legislature.
2. The Applicant shall without cost to State operate and maintain the property acquired or developed pursuant to this agreement in the manner and according to the standards acceptable to State.

I. Nondiscrimination

1. The Applicant shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, or physical handicap in the use of any property or facility acquired or developed pursuant to this agreement.
2. The Applicant shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.

Yolo County
Agreement No. 79-243

JOINT USE AGREEMENT

Book
 AN AGREEMENT BETWEEN THE RECLAMATION BOARD AND
 THE COUNTY OF YOLO PROVIDING FOR THE JOINT USE
 OF CERTAIN REAL PROPERTY

THIS AGREEMENT made and entered into on the 19th day
 of June, 1979 by and between THE RECLAMATION BOARD
 of the State of California, hereinafter referred to as "BOARD",
 and the County of Yolo, hereinafter referred to as "COUNTY".

R E C I T A L S

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WHEREAS, the Board and the County are public agencies
 which have the power to enter into agreements for the joint
 exercise of common powers pursuant to Section 6500 et. seq. of
 the Government Code; and,

WHEREAS, County owns certain real property known as
 Elkhorn Regional Park; and,

WHEREAS, the Board has provided certain assurances re-
 quired by the Army Corps of Engineers so that the Corps would
 construct certain recreational improvements in said Regional
 Park; and,

WHEREAS, under Agreement No. 78-90 dated May 16, 1978
 between the parties hereto, County has agreed to execute a Joint
 Use Agreement in favor of the Board to provide and make available
 to the Board the necessary lands, easements, and rights of way
 needed for the construction of parks and recreation facilities in
 accordance with said Agreement; and,

FILED

AUG 21 1979

PETER McNAMEE, Clerk

By Barbara Rodgers
 Deputy**RECEIVED**

AUG 21 1979

PETER McNAMEE, Clerk

By _____
 Deputy

WHEREAS, County has agreed to maintain and operate said parks and recreation facilities and to hold and save harmless The Reclamation Board from all claims arising out of or in connection with the use of said facilities.

WHEREAS, at its meeting on March 16, 1979, Board heard public testimony on environmental ramifications of the construction of a park at the designated location; and, Micro Fished

WHEREAS, after careful consideration Board wishes to approve the joint use of said property subject to certain conditions as hereinafter set forth.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. County hereby perpetually transfers to the Board the right to jointly use that certain real property known as Elkhorn Regional Park as set forth in Agreement No. 78-90 for the purposes stated therein.

2. Board hereby accepts said transfer and approves the construction of the facilities shown on the U. S. Army Corps of Engineers Plan No. 50-4-5533 subject to the following conditions:

- a. No improvements will be constructed to the north of the slough and the area to the north of the slough will be designated as preserved riparian habitat.

- b. No grassy area will be developed on the shoreline.

c. The asphalt parking area will be one-half the size designated on said plan.

d. The final design of the parking area and any additional changes to said plan are to be approved by Board.

IN WITNESS WHEREOF, this agreement has, on the day and year first above written, been executed.

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County of Yolo, a political
subdivision of the State of
California

SACRAMENTO AND SAN JOAQUIN
DRAINAGE DISTRICT, acting by
and through The Reclamation
Board


Bosy A. Marchand
Chairman, Board of Supervisors

By Wm. Kitz
President

By Larry S. Howe
Secretary

Approved as to Legal Form
and Sufficiency

Ralph W. Gathin
Counsel for The Reclamation
Board

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL
Charles R. Mack
DEPUTY COUNTY COUNSEL

EXTRACT FROM MINUTES OF MEETING OF
THE RECLAMATION BOARD
March 15, 1979

6. PROPERTY MANAGEMENT -

- G. Joint Use Agreement with County of Yolo (Agreement No. 79-308) - Approval of Resolution No. 79-4 authorizing the President and Secretary to execute a Joint Use Agreement with Yolo County for the development of the proposed Elkhorn Regional Park.

A motion was made by Mrs. Stein to accept the Joint Use Agreement on the following conditions based on Plan No. 50-4-5533; (1) no development to be north of the slough at all and that it be designated as preserved riparian habitat; (2) no grassy area on the shore line; (3) the asphalt parking area be scaled down by 50% and (4) that there be deepening of the low lying area east of the railroad track to achieve good drainage. Mrs. Hove seconded the motion.

After some discussion, the members agreed that the last portion of the motion (Item 4) should be deleted.

. . . Mrs. Stein moved to add an item 4 to her motion which would read: (4) the final design of the parking area, interpretative center, trails and any additions or changes are based on Board approving the details of the project at a later date.

. . .

Extract - Elkhorn Regional Park Agreement

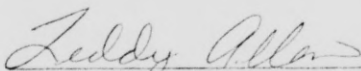
The question on the motion was called for and a roll call vote taken with Mrs. Magnuson voting yes, Mrs. Stein voting yes, Mr. Katz voting yes, Ms. Sands abstaining and Mrs. Hove voting yes.

STATE OF CALIFORNIA)
COUNTY OF SACRAMENTO) ss.
Office of The Reclamation Board)

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I, TEDDY ALLEN, Assistant Secretary of The Reclamation Board, do hereby certify that the above is a true and correct extract from the Minutes of the meeting of said Board held on March 16, 1979.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of The Reclamation Board this 2nd day of August, 1979.



TEDDY ALLEN, Assistant Secretary
The Reclamation Board

AGREEMENT NO. 79-244

AGREEMENT WAIVING STATUTE OF LIMITATIONS

THIS AGREEMENT dated for convenience this 1st day of June, 1979, by and between SACRAMENTO-YOLO EMPLOYMENT AND TRAINING AGENCY, a joint powers agency, formerly known as Sacramento-Yolo Manpower Agency, hereinafter referred to as SYETA, and County of Yolo, a political subdivision, hereinafter referred to as SUBGRANTEE,

WITNESSETH:

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RECITALS:

1. Pursuant to the Comprehensive Employment Training Act of 1973 as amended, the U. S. Department of Labor has granted funds to SYETA for the training and employment of persons within its jurisdiction.
2. SYETA has provided a portion of those funds to SUBGRANTEE for particular programs to be undertaken pursuant to that statute and pursuant to written agreements, for the fiscal year 1975-76, and the months of July, August, and September of 1976.
3. SYETA in the administration of its grant and SUBGRANTEE in the administration of its programs are bound by the provisions of the Comprehensive Employment and Training Act of 1973 as amended and by regulations promulgated thereunder.
4. Pursuant to those regulations, SYETA has caused to be made a fiscal and compliance audit of SUBGRANTEE'S programs. The audit has questioned costs incurred by SUBGRANTEE and reimbursed by SYETA. The parties are presently seeking to resolve issues raised by those questioned costs but the parties have not completed such resolution.
5. Pursuant to the regulations, a fiscal and compliance audit has been made of performance of SYETA'S program under its grant from the U. S. Department of

1 Labor. That audit has questioned certain costs incurred and funds provided by
2 SYETA including those costs questioned by the audit of SUBGRANTEE. SYETA in
3 turn is seeking resolution with the U. S. Department of Labor of issues raised
4 by this audit; however, the parties have not completed that resolution.

5 6. SYETA and SUBGRANTEE desire to seek resolution of issues arising out of
6 the audit and the performance of SUBGRANTEE under its subgrant without the
7 commencing of litigation; however, it may not be possible to complete such
8 resolution before litigation over some portion of any liability of SUBGRANTEE
9 is barred by the statute of limitations.

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10 7. The parties desire to provide for a waiver of the statute of limitations
11 so as to facilitate further attempts to seek resolution of the issues between
12 them.

13 AGREEMENTS:

14 1. For the reasons set forth above and in consideration of the promises of
15 SUBGRANTEE herein, SYETA hereby agrees to refrain for ninety (90) days from
16 June 1, 1979, from instituting suit against SUBGRANTEE on account of
17 SUBGRANTEE'S liability to SYETA arising out of any programs or modifications
18 thereof undertaken pursuant to written agreements under the Comprehensive
19 Employment and Training Act of 1973 or funded by SYETA for the 1975-76 fiscal
20 year or during the months of July, August, and September of 1976.

21 2. For the reasons set forth above and in consideration of the promises of
22 SYETA herein, SUBGRANTEE promises and agrees that in the event any such action
23 is commenced thereafter and on or before June 1, 1981, SUBGRANTEE shall not
24 plead the statute of limitations to such action, and SUBGRANTEE agrees that it
25 shall and hereby does waive any defense that it may have against such suit by
26 virtue of any statute of limitations, provided however, that such suit shall

1 be brought, if at all, on or before June 1, 1981.

2 IN WITNESS WHEREOF, the parties have executed this agreement by their
3 duly authorized officers.

4 SACRAMENTO-YOLO EMPLOYMENT
AND TRAINING AGENCY

5
6 BY David D. Rowlands, Jr.
7 DAVID D. ROWLANDS, Jr.
Chairman, Governing Board

8 ATTEST:

9 JOHN NEALON, EXECUTIVE OFFICER

10 Micro Fiched

11 SUBGRANTEE County of Yolo

12 BY Betty A. Mardian

13
14 BY _____

B/K

FILED

JUL - 5 1979

PETER McNAMARA, Clerk
By *Robert D. [Signature]*
DEPUTY

1 AGREEMENT NO. 79-245

2 (Agreement for Janitorial Services for 814 North Street,
3 Woodland, California)

4 THIS AGREEMENT made and entered into this 1st day of July, 1979, by
5 and between the COUNTY OF YOLO, a political subdivision of the State of
6 California, hereinafter called COUNTY, and UNITED BUILDING SERVICES,
7 P.O. Box 1232, Woodland, California 95695, hereinafter called CONTRACTOR.

8 W I T N E S S E T H:

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9 1. In consideration of the covenants of COUNTY, herein, CONTRACTOR agrees
10 to furnish sufficient personnel, with requisite skills, to provide
11 janitorial service for the entire interior of the County of Yolo
12 facility (Sheriff's Department) located at 814 North Street, Woodland,
13 California, and the exterior areas adjacent to the building, as noted,
14 under the following terms and conditions.

15 A. Services shall include the following functions:

16 1. DAILY (Seven Days Per Week)

- 17 a. Empty all wastebaskets, trash receptacles, and
18 ash trays.
- 19 b. Damp wipe all ash trays.
- 20 c. Dust desks, desk equipment, office machines, filing
21 cabinets, tables, bookcases, etc.
- 22 d. Empty all pencil sharpeners.
- 23 e. Sweep and dust mop all uncarpeted floor areas,
24 including store rooms.
- 25 f. Clean, disinfect and polish wash basins, toilet
26 bowls, urinals and fixtures in rest rooms.
- 27 Sanitize toilet seats and lids.
- 28 g. Sweep and damp mop foyer.
- 29 h. Fill towel, soap, toilet seat covers and other
30 dispensers. (Supplies furnished by County).
- 31 i. Damp mop rest room floors.
- 32 j. Clean entrance door glass and partition glass around

- 1 foyer area.
- 2 k. Clean drinking fountains and sinks.
- 3 l. Spot wipe doors and walls, as required, to maintain
- 4 cleanliness.
- 5 m. Vacuum all carpeted areas as needed.
- 6 n. Remove all accumulated trash to outside refuse
- 7 collection area. Micro Fished
- 8 o. Maintain porch areas in neat and clean condition -
- 9 sweep or hose, pick up trash and paper.

- 10 2. WEEKLY
- 11 a. Spot clean carpeted areas as necessary.
- 12 b. Vacuum fabric covered furniture. Wipe vinyl chairs
- 13 with damp cloth.
- 14 c. Wet mop restrooms and foyer.
- 15 d. Dust vertical surfaces of desks, filing cabinets,
- 16 chairs, cabinets, chair rails, base trim, partitions,
- 17 etc.
- 18 e. Damp wipe inside of wastebaskets and trash
- 19 receptacles - wash and dry, if necessary.

- 20 3. MONTHLY
- 21 a. High dust all walls and moldings.
- 22 b. Damp wash woodwork frames and trim.
- 23 c. Machine scrub tile floors, rewax with non-slip
- 24 floor wax, and maintain as required.

- 25 4. EVERY 90 DAYS
- 26 a. Vacuum fluorescent light fixtures.
- 27 b. Vacuum high air grills.

- 28 5. EVERY 180 DAYS
- 29 a. Steam clean all carpeted areas.
- 30 b. Wash all windows inside and out, and wash window
- 31 screens.

32 B. The period of the contract shall be from July 1, 1979,

1 through June 30, 1980, and shall be subject to automatic
2 renewal for an additional twelve (12) month period upon
3 written notice of same by the CONTRACTOR thirty (30) days
4 prior to the expiration date of subject contract, unless
5 notice of cancellation is issued by the COUNTY or the
6 CONTRACTOR during the thirty (30) day period preceding the
7 expiration date of subject contract.

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8 C. Cleaning services shall be performed seven days each week.

9 D. Only the highest standards of cleanliness are acceptable.

10 Inability to achieve and maintain such standards may result in
11 issuance of a "Notice of Inadequate Performance" specifying a
12 30 day warning period for attaining the desired cleanliness.
13 If appropriate standards are not achieved within the 30 day
14 period, the contract may be revoked upon 15 day written
15 notification to the CONTRACTOR.

16 E. Supervisory personnel of the CONTRACTOR shall make inspections
17 of the premises at least once each week to assure adequate
18 performance of contract specifications. One day prior to the
19 accomplishment of the annual and semi-annual services, the
20 CONTRACTOR shall notify the Department Head, County Buildings
21 and Grounds, telephone 666-8402 that such services are to be
22 accomplished.

23 F. Unusual occurrences or problems - unlocked doors, stopped up
24 plumbing, leaks, broken windows or fixtures, etc. - will be
25 reported to the Department Head specified above.

26 G. Supplies furnished by the COUNTY may be replenished by
27 CONTRACTOR notification of Department Head specified above.

28 H. CONTRACTOR employees shall not use telephones, disturb paper
29 on desks, in cabinets or in drawers, and shall not tamper
30 with personal property.

31 I. CONTRACTOR shall provide all equipment and supplies necessary
32 to accomplish the custodial tasks - except those items of

1 supply specified herein which are to be provided by the COUNTY.
2 J. CONTRACTOR shall insure that all building lights are out except
3 those necessary for the cleaning crew in the area being worked.
4 Upon leaving the building, cleaning crew must extinguish
5 lights and lock all doors.
6 K. CONTRACTOR shall provide containers to carry trash to outside
7 collection points.
8 2. In consideration of the covenants of CONTRACTOR herein, COUNTY hereby
9 agrees to pay the sum of SIX HUNDRED SIXTY TWO DOLLARS (\$662.00) per
10 month.
11 3. IT IS MUTUALLY AGREED AS FOLLOWS: Micro Fiched
12 A. In the performance of the work, duties and obligations
13 devolving upon it under this agreement, CONTRACTOR is at 11
14 times acting and performing as an independent contractor
15 conducting his business of rendering janitorial service.
16 B. EXCULPATORY CLAUSE: CONTRACTOR agrees to indemnify, defend
17 and save harmless COUNTY, its officers, agents and employees
18 from any and all claims and losses accruing or resulting to
19 any and all contractors, sub-contractors, materialmen,
20 laborers and any other person, firm or corporation furnishing
21 or supplying work, services, materials or supplies in
22 connection with the performance of this contract, and from
23 any and all claims and losses accruing or resulting to any
24 person, firm, or corporation who may be injured or damaged by
25 CONTRACTOR in the performance of this contract.
26 C. LIABILITY INSURANCE: CONTRACTOR agrees to, at his own expense,
27 maintain in full force a policy or policies of public
28 liability insurance insuring COUNTY and CONTRACTOR against
29 liability for injury for persons and property and for death
30 of persons arising from any accident, injury or damage resulting
31 from furnishing or supplying work, services or materials or
32 supplies in connection with the performance of this contract.

1 Each such policy shall be subject to approval by COUNTY as
2 to form and insurer. The liability under such insurance shall
3 not be less than \$100,000.00 for any one person injured or
4 killed and not less than \$300,000.00 for any one accident,
5 and not less than \$50,000.00 for property damage. CONTRACTOR
6 shall provide COUNTY with certificates of all policies,
7 including in each instance an endorsement that such insurance
8 shall not be cancelled without ten (10) days notice to COUNTY.
9 D. CONTRACTOR shall maintain adequate Workmen's Compensation
10 Insurance sufficient for the protection of himself and his
11 employees.
12 E. It is hereby stipulated by CONTRACTOR that he has inspected
13 the premises and finds them to be in a safe condition. Micro Fiched

14 IN WITNESS WHEREOF, the parties hereto have executed this agreement
15 as of the date hereinabove set forth.

COUNTY OF YOLO, a political subdivision
of the State of California

17 BY Betsy A. Marchand
18
19 CHAIRMAN, BOARD OF SUPERVISORS

7-2-99

21 ATTEST:

22 PETER McNAMEE, CLERK

23 BY Peter McNamee
24 DEPUTY

(SEAL)

UNITED BUILDING SERVICES

27 ATTORNEY AT LAW TO FORM
28 GEORGE B. MACK
COUNTY COUNSEL

29 BY George B. Mack
30 DEPUTY COUNTY COUNSEL

BY Frank Rosen

COLLEGE WORK-STUDY PROGRAM AGREEMENT

FILED

Between
University of California, Davis
and
Off-Campus Organization

JUL - 31979

PETER McNAMEE, Clerk
By *[Signature]*
DEPUTY

THIS AGREEMENT, entered into this first day
of July, 19 79, by and between THE REGENTS OF THE UNIVERSITY
OF CALIFORNIA, a California corporation, hereinafter called "University," and
COUNTY OF YOLO, a COUNTY
(nonprofit organization), hereinafter called "Organization,"

W I T N E S S E T H

WHEREAS, the University has applied for a grant by the U.S. Commissioner
of Education pursuant to Title I, Part C, of the Economic Opportunity Act of
1964, Public Law 88-452, as amended, and has been amended by the Higher Educa-
tion Act of 1965, Public Law 89-329 and Public Law 90-82 approved September 6,
1967, and has been amended by the Educational Amendments of 1972, Public Law
92-318 and the Educational Amendments of 1976, Public Law 94-482, to stimulate
and promote the part-time employment of students, particularly those with
great financial need, who are in need of earnings from such employment in
order to pursue courses of study at institutions of higher education such as
the University; and, Micro Fiched

WHEREAS, the University and the Organization desire that certain of
the University's students engage in work for public and certified tax exempt
private nonprofit organizations under the Work-Study Program authorized by
the Act; and,

WHEREAS, the Organization is in a position to utilize the services
of such students;

NOW, THEREFORE, the parties hereto agree as follows:

1. This agreement shall supersede any and all prior agreements be-
tween the University and the Organization regarding the operation of a Work-
Study Program under the provisions of the College Work-Study Program.

2. The University shall be considered the employer for purposes
of this agreement. It has the ultimate right to control and direct the ser-
vices of the students for the Organization. It shall also determine that the
student meet the eligibility requirements for employment under the College
Work-Study Program, refer students to work for the Organization, and determine
that the students do perform their work in fact. The Organization's right
shall be limited to direction of the details and means by which the result
is to be accomplished.

3. The University further agrees to use its best efforts to supply students of proper capability but in no event shall be liable to the Organization for their acts of commission or omission.

4. The University of California does not discriminate on the basis of race, color, national origin, religion, sex or handicap in violation of Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, or Sections 503 and 504 of the Rehabilitation Act of 1973; nor does the University discriminate against any employee or applicants for employment on the basis of their age or veteran's status in violation of the Age Discrimination in Employment Act of 1967 or Section 402 of the Vietnam Era Veterans Readjustment Act of 1974. No student shall be denied participation in the Work-Study Program in violation of such laws.

5. The Organization shall use the services of students furnished by the University who are eligible to participate in the Work-Study Program and who are qualified and acceptable to the Organization. The specific services to be performed by said students and the rate of compensation therefore are set forth on the attached Exhibit "A," which is incorporated herein.

6. This agreement shall be subject to the availability of funds to the University for the student's compensation not to be paid by the Organization. It shall also be subject to the provisions contained in the Federal statutes and regulations governing the College Work-Study Program cited above, and this agreement, in its entirety, as now amended, or from time to time amended, shall be subject to regulations implementing said legislation. Micro Fiched

7. The work performed by such students shall be in the public interest and shall not:

a. Displace employed workers, impair existing contracts for services; nor fill positions that are vacant because the employer's regular employees are on strike.

b. Involve any partisan or nonpartisan political activity associated with a candidate or with a contending faction or group in an election for public or private office.

c. Involve any lobbying on the Federal or State levels.

d. Involve the construction, operation, or maintenance of any facility that is used or is to be used for sectarian instruction or as a place for religious worship.

8. It is agreed that neither the University nor the Organization shall have any obligation to provide transportation for students to and from their work assignments or for compensation in lieu thereof.

9. The Organization agrees to:

a. Provide orientation to the student with regard to hours of duty, place of duties, working conditions, briefing on safety, standards of conduct and a familiarization with the Organization procedures.

b. Provide the student with an explanation of his/her duties, performance, requirements in terms of quality, quantity, methods and priorities, and the necessary basic corrective and progressive training.

c. Supervise the services of students participating in the Work-Study Program.

d. Make a report to the University of time worked by students participating in the program, indicating the total hours actually worked each week and containing the supervisor's certification as to the accuracy of the hours reported and of satisfactory performance on the part of the students, at least monthly.

e. Allow no student to work for more than an average of nineteen (19) hours per week over a quarter, or other term used by the University in awarding credits to the student, during which the student is enrolled in classes (excluding any period during which the student is on vacation), and for not more than forty (40) hours in any week.

f. Reimburse the University for at least twenty percent (20 %) of the total compensation to be paid to students participating in the program at such times as are agreed upon with the University in writing. The reimbursement to the University shall not be requested more often than on a monthly basis.

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g. Reimburse the University for 100% of any compensation earned in excess of the maximum eligibility of the student.

10. Compensation to be paid to the students participating in the program will be appropriate, reasonable and in line with wages paid to other persons in the same geographical location who are performing jobs of an identical or similar nature and should be appropriate also with regard to wage rates of permanent agency employees who are performing similar tasks. Rate of compensation shall be subject to approval by the University.

11. Compensation of students for work performed on a project under this agreement will be disbursed--and all payments due as an employer's contribution under State or local workers' compensation laws, under Federal or State Social Security laws, or under other applicable laws, will be made--by the University. Students under the Work-Study Program are not eligible for sick leave, vacation, premium pay for overtime, or holiday time.

12. It is agreed that the University either on its own initiative or at the request of the Organization shall have the right and power to remove students from work on a specified work assignment, and that the students themselves upon reasonable notice shall have the right to terminate employment.

13. The University can discharge a student from Work-Study employment is she/he ceases to be enrolled in less than a half-time unit course load.

14. The University can require the student to terminate Work-Study employment due to his/her receiving other financial resources which exceed the student's financial need. This may be necessary without prior notice, although the University will attempt to notify the Organization in advance.

15. This agreement may be cancelled by either party if there is a failure to comply with the provisions of the agreement.

16. The Organization agrees to indemnify the University and hold it harmless from and against any and all claims or liability for property damage or personal injury incurred by a third party that may result directly or indirectly from the acts or omissions of student participants while under the direction, supervision or control of the Organization.

17. This agreement shall terminate on the thirtieth day of June, 19 80, unless sooner terminated, and shall be subject to extension by the mutual agreement of the parties hereto in writing.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

Micro Fiched

By *Frederic W. Hill*
 THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
 Frederic W. Hill
 Associate Dean for Research

By *Betsy A. Marchand*
 SUPERVISORS
 Betsy A. Marchand
 CHAIRMAN, BOARD OF SUPERVISORS,
 COUNTY OF YOLO, STATE OF CALIFORNIA

APPROVED AS TO FORM
 CHARLES H. MACK
 COUNTY COUNSEL

By *Elizabeth A. Stoltz*
 DEPUTY COUNTY COUNSEL

12/5/78

EXHIBIT "A"

Name of Organization with which written College Work-Study
Program Agreement has been made:

COUNTY OF YOLO

Micro Fiched

A general job description of work activities in which the student
will be engaged:

STUDENT AIDE
\$3.00 MINIMUM

Hourly Wage \$3.07/hr

Number of Students 3 - 5

Under close direction and supervision, the
student/s will assist in a wide variety of
administrative and professional tasks in one
of various County Departments; these students
will provide research assistance, write reports
and make recommendations on matters under study.

FILED

JUL - 31 1979

AGREEMENT NO. 79-247

PETER ISNAMEE, CHAIR

(Memorandum of Understanding)

By [Signature]
CLERK

THIS MEMORANDUM OF UNDERSTANDING, entered into this day of June, 1979, by and between the County of Yolo, a political subdivision of the State of California (hereinafter referred to as "COUNTY"), and YOLO COUNTY GOVERNMENT EMPLOYEES' ASSOCIATION (hereinafter referred to as "ASSOCIATION"),

W I T N E S S E T H

RECITALS:

1. Pursuant to the provisions of Resolution No. 72-75, Employer-Employee Relations Policy of the County of Yolo, the Board of Supervisors of COUNTY has designated ASSOCIATION as the recognized employee organization for the unit designated as the General Unit;
2. Representatives of the Board of Supervisors of COUNTY and representatives of ASSOCIATION have conferred regarding various matters within the scope of representation and entered into Agreement No. 79-9, a Memorandum of Understanding for a period commencing January 16, 1979, and ending June 30, 1980.
3. The parties to that Agreement No. 79-9 have further met and conferred pursuant to the provisions of the Meyers-Milius-Brown Act and said Resolution No. 72-75, and have reached an agreement and both desire jointly to prepare a written memorandum of such understanding which shall not be binding, to present to the governing body for determination pursuant to the provisions of Government Code Section 3503.1, and desire to do so so as to amend the provisions of said Agreement No. 79-9.

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AGREEMENTS:

1. Agreement No. 79-9 is hereby amended to revise Section 7.1 as follows:

"7.1 The standard work week for all employees covered by this Memorandum of Understanding shall consist of forty (40) hours during seven consecutive days, beginning at 12:01 a.m. Sunday and ending at 12:00 midnight the following Saturday.

This change shall become effective July 1, 1979, and all hours worked by employees on June 30, 1979 shall be deemed included within the preceding work week".

2. In all other aspects the agreements of Agreement No. 79-9 are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties have executed the Memorandum of Understanding this 17th day of June, 1979.

COUNTY OF YOLO, a political subdivision
of the State of California

BY: David D. Rowlands
DAVID D. ROWLANDS, Designated Representative

Micro Fiched

YOLO COUNTY GOVERNMENT EMPLOYEES' ASSN.

BY: John J. Ortega
JOHN J. ORTEGA, Designated Representative

Approved by final determination of the Board of Supervisors, of the County of Yolo, State of California, this 26th day of June, 1979.

Baker A. Marshall
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

PETER McNAMEE, CLERK

BY: Richard M. Updane Deputy

(SEAL)

JUL - 3 1979

Approved as to Form

Dated 7/3/79

[Signature]
County Counsel of Yolo County

FILED
1 - 3179
AGREEMENT NO. 79-248

2
3 (Agreement to provide Psychiatric Hospital Services and
4 By *Barbara K. [illegible]* Psychiatrist Services)

4 THIS AGREEMENT, made and entered into this 26th day of
5 June, 1979, by and between the COUNTY of YOLO, a political sub-
6 division of the State of California, hereinafter called COUNTY, and Woodland
7 Memorial Hospital, a non-profit corporation, hereinafter called PROVIDER.

8 WITNESSETH:

9 RECITALS:

- 10 1. COUNTY receives funds from the State Department of Mental Health Services
11 to operate Community Health Programs.
12 2. COUNTY carries out the responsibilities which accompany the funds through
13 its Health Services Agency, Mental Health Department, hereinafter re-
14 ferred to as MENTAL HEALTH, in accordance with its State required "County
15 Plan". Micro Fiched
16 3. The Yolo County Plan requires MENTAL HEALTH to provide a variety of
17 psychiatric hospital and psychiatrist services to certain persons, hereinafter
18 referred to as PATIENTS.
19 4. MENTAL HEALTH does not possess the required facilities itself.
20 5. PROVIDER represents it is licensed by the State of California to operate
21 a hospital offering psychiatric services and operates such a hospital.
22 6. COUNTY and PROVIDER, therefore, wish to enter into an agreement for the
23 provision of services under the terms and conditions setforth in this
24 agreement. PROVIDER acknowledges that COUNTY enters into this agreement
25 because of the hereinabove recitations, and would not have done so were
26 PROVIDER unable to so represent.

27 AGREEMENTS: COUNTY, in consideration of PROVIDER'S promises contained in here-
28 after recited agreements, and PROVIDER in consideration of COUNTY's promises

1 contained in hereinafter recited agreements, agree:

2 1. PROVIDER'S SERVICE OBLIGATIONS:

- 3 a. In accordance with the Working Protocols, attached hereto as Exhibit
4 "A" and incorporated herein by reference thereto; and all applicable
5 Community Services System Manual requirements, incorporated herein
6 by reference thereto as if fully set out, provide to PATIENTS approved
7 for admission in advance by MENTAL HEALTH inpatient services; partial
8 hospitalization, including, but not limited to day care, night care,
9 weekend care, and emergency services twenty-four (24) hours; and
10 professional psychiatric services including, but not limited to test-
11 imoney at guardianship, conservatorship, or involuntary treatment pro-
12 ceedings arising out of psychiatric evaluations and treatment provided
13 hereunder. Said advance approval is a condition precedent to
14 COUNTY'S obligation to pay for services rendered a patient. Micro Fiched
15 b. Designate a representative or representatives for administrative
16 and program affairs.

17 2. MENTAL HEALTH'S SERVICE OBLIGATIONS:

- 18 a. Designate representative or representatives for administrative and
19 program affairs.
20 b. Approve in advance admission of all PATIENTS for which PROVIDER will
21 seek reimbursement.

22 3. COUNTY'S DESIGNATED REPRESENTATIVES:

- 23 a. Responsibility for this Agreement lies with MENTAL HEALTH'S Program
24 Chief of Mental Health Services.
25 b. Program Chief may designate operational representatives from time
26 to time in writing to PROVIDER to perform specific tasks or liaison
27 functions.

28 / / / / /

4. ASSIGNMENT OF RESPONSIBILITIES:

- a. PROVIDER may not assign or sub-contract its responsibilities except on the advance written authorization of COUNTY'S herein designated representative.

5. RECORDS:

- a. PROVIDER shall for four (4) years maintain records of all receipts and expenditures, for whatever purposes received or expended, in accordance with generally accepted accounting principles, separately identifying revenues received and expenditures made pursuant to this agreement.
- b. PROVIDER shall make said records available for audit by COUNTY, MENTAL HEALTH or State Auditors upon the request of MENTAL HEALTH'S representatives. Said request will provide at least one full working day's notice of the impending audit.

Micro Fiched

6. RELATIONSHIP OF PARTIES: It is specifically understood and agreed that PROVIDER is an independent contractor and is not subject to the direction and control of COUNTY except as to final result. PROVIDER shall be solely liable and responsible to pay all required taxes and other obligations, including, but not limited to, applicable withholding and social security. PROVIDER agrees to indemnify and hold COUNTY harmless from any liability which it may incur to the Federal or State Governments as a result of this contract.

7. LIABILITY:

- a. PROVIDER agrees to defend, indemnify and hold COUNTY harmless for any and all claims, liability, or loss arising from PROVIDER'S performance under this agreement.
- b. PROVIDER shall purchase and maintain for the duration of this agreement, malpractice insurance in the amount of \$1,000,000/\$1,000,000

- 1 and Public Liability Insurance in the amount of at least \$100,000/
2 \$100,000.
- 3 8. WORKING PROTOCOLS: Attached hereto as Exhibit "A" and incorporated herein
4 by reference thereto are Working Protocols describing and governing the
5 working relationships of parties pursuant to this Agreement. Said work-
6 ing protocols bind parties as if fully setout herein, but may be modified
7 without formal amendment of this agreement so long as said modifications
8 do not vary the provisions specifically setout herein, is in writing, and
9 represents a bilateral agreement of MENTAL HEALTH and PROVIDER. Said
10 working Protocols shall include as a minimum provisions by which patient
11 admission approval is obtained from MENTAL HEALTH; the categories of patients
12 who may be treated hereunder; the specific detailed list of services
13 PROVIDER will render hereunder; the standards under which services will be
14 render; the utilization review process to be applied; and any role MENTAL
15 HEALTH is to play in review of PROVIDER'S treatment activities. Micro Fiched
- 16 9. COMMUNITY SERVICES SYSTEM MANUAL: PROVIDER agrees to comply with all
17 applicable provisions contained in the Community Services System Manual,
18 incorporated herein by reference thereto as if fully setout herein.
- 19 10. PAYMENT:
- 20 a. The maximum payments from COUNTY to PROVIDER for psychiatrist services
21 during the term of this Agreement shall be a sum not to exceed THIRTY
22 THIRTEEN DOLLARS
23 ONE THOUSAND/ (\$11,013) as shown on Line 80 of attached Program
24 budget (Exhibit "O"); or payment in accordance with the provisions
25 of 10 d - h, below for services rendered from the beginning of the
26 term of this agreement through the termination date specified in the
27 notice of termination described in Agreement 13, below. Exhibit "C"
28 shall be the basis for limitations of any and all reimbursement
from COUNTY to PROVIDER for services provided. This budget includes

1 additional revenues that is anticipated PROVIDER will receive from
2 other sources.

3 b. The maximum payments from COUNTY to PROVIDER for psychiatric hospital
4 services during the term of this agreement shall be a sum not to
5 exceed SEVENTY-EIGHT DOLLARS
SEVENTY-ONE THOUSAND, ONE HUNDRED/(\$71,178) as shown on line
6 80 of attached program budget (Exhibit "G"); or payment in accord-
7 ance with the provisions of 10 d and h, below, for services rendered
8 from the beginning of the term of this agreement through the termi-
9 nation date specified in the notice of termination described in Agree-
10 ment 13, below. Exhibit "G" shall be the basis for limitations of any
11 and all reimbursement from COUNTY to PROVIDER for services provided.
12 This budget includes additional revenues that is anticipated PROVIDER
13 will receive from other sources.

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14 c. The maximum payments from COUNTY to PROVIDER for Electro-Convulsive
15 Therapy during the terms of this agreement shall be a sum not to
16 exceed TWO THOUSAND DOLLARS (\$2,000) as shown on line
17 80 of attached program budget (Exhibit "G"); or payment in accord-
18 ance with the provisions of 10 d - h, below, for services rendered
19 from the beginning of the terms of this agreement through the termi-
20 nation date specified in the notice of termination described in Agree-
21 ment 13, below. Exhibit "G" shall be the basis for limitations of any
22 and all reimbursement from COUNTY to PROVIDER for services provided.
23 This budget includes additional revenues that is anticipated PROVIDER
24 will receive from other sources.

25 d. The costs of rendering the herein described psychiatric hospital
26 services and payment at PROVIDERS prevailing rates for psychiatrist
27 services shall be paid by COUNTY to PROVIDER monthly upon submission
28 of a claim, in form prescribed by COUNTY, to COUNTY, designating

1 services rendered during the preceeding month, Claim will be ad-
2 justed by MENTAL HEALTH to reflect any PATIENT not approved by
3 MENTAL HEALTH; amounts PROVIDER is determined entitled by MENTAL
4 HEALTH to charge to PATIENT under Short-Doyle eligibility standards,
5 patient's insurance; or grants-in-aid; and such amounts PROVIDER has
6 charged to PATIENTS, but remains uncollected after billing, six
7 months after the date the service was rendered. Said claim must be
8 countersigned and approved by MENTAL HEALTH.

9 c. Payments to PROVIDER shall be adjusted to the lower of actual cost
10 or the contract maximum upon the basis of a cost report submitted by
11 PROVIDER within 90 days of agreement at the end of the term of the
12 agreement.

13 f. Where a herein recited report or claim is due from PROVIDER within a
14 month, payment for that month is expressly conditioned on the accept-
15 ance by COUNTY'S herein designated representative of the PROVIDER'S
16 progress as consistent with this agreement. Micro Fiched

17 g. Approval of this Agreement and of PROVIDER'S records as audited to be
18 accurate are conditions subsequent to COUNTY'S obligation to pay the
19 amount represented by any exception taken by the State.

20 h. COUNTY'S excuse of any given condition precedent or subsequent in any
21 given circumstances does not constitute a waiver of either that con-
22 dition subsequent or precedent or any other condition precedent or
23 subsequent as to future circumstances.

24 11. AMENDMENTS: Except as provided herein, the body of this agreement, to-
25 gether with any exhibits attached hereto, fully expresses all understand-
26 ings of the parties concerning all matters covered and shall constitute
27 the total agreement. Except as provided herein, no additions to, or
28 alterations of, the terms of this agreement, whether by written or verbal

understanding of the parties, their officers, agents, or employees shall be valid unless in the form of a written amendment to this agreement which is formally approved and executed by the parties executing this agreement or their successors in office.

12. NOTICE: Any notice to be given parties to this agreement may be given personally or by depositing same postmarked and registered in the United States mail, postage prepaid and addressed to PROVIDER or COUNTY'S herein designated representatives, as applicable:

COUNTY:

Yolo County Mental Health Services
P.O. Box 1217
Woodland, California 95695

PROVIDER:

Woodland Memorial Hospital
1325 Cottonwood Street
Woodland, California 95695

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13. TERM:

- a. This agreement shall commence on July 1, 1979, and terminates on June 30, 1980, unless as otherwise provided herein in agreement 14 b and c below.
- b. This agreement may be terminated by either party upon thirty (30) days written notice to the other of such intent, except as provided herein in agreement 13 c below.
- c. Should the funds granted the COUNTY in the 1979-80 fiscal year State or County final budget to cover the cost of the Mental Health Services be reduced by greater than 10% or COUNTY Mental Health Program be terminated by Local authorities, then the COUNTY may terminate this agreement by providing Notice of Termination specifying an effective date of termination no earlier than two (2) days following the postmark of the notice.

1 d. Should either party give notice of cancellation both parties will
2 exert their best efforts in good faith to find alternatives for
3 PATIENTS still requiring services of the type PROVIDER renders.
4 IN WITNESS WHEREOF, the parties hereto have executed this agreement
5 as of the day and year hereinabove setforth.

6 COUNTY OF YOLO, a political sub-
7 division of the State of California

8 B. A. Marshall
9 CHAIRMAN OF THE BOARD OF SUPERVISORS
7-3-79

10 ATTEST:

11 PETER McNAMEE, CLERK

WOODLAND MEMORIAL HOSPITAL

12 BY Patsy Miyabana
13 DEPUTY

14 BY C. D. Thomas
15 Administrator

16 MENTAL HEALTH SERVICES

Micro Fiched

17 BY C. D. Thomas
18 PROGRAM CHIEF

19
20
21 APPROVED AS TO FORM

22 CHARLES R. MACK
23 COUNTY COUNSEL

24 BY Elizabeth A. Holtz
25 DEPUTY COUNTY COUNSEL

WORKING PROTOCOLS

1. SERVICES TO BE PERFORMED: Shall be rendered to patients referred in writing or by phone by MENTAL HEALTH SERVICES.
2. PSYCHIATRIC HOSPITAL SERVICES:
 - A. The services provided by HOSPITAL shall consist of inpatient psychiatric unit at HOSPITAL which shall include inpatient service, partial hospitalization services such as day care, weekend care, and an emergency service twenty-four (24) hours per day, which services shall include the following:
 - 1) Room and meals
 - 2) Services of appropriate staff
 - 3) Medicines
 - 4) Routine laboratory services consisting of CBC, urinalysis, chest film, and serology, when indicated by treating physician
 - 5) All other services needed for the proper and professional rendering of the psychiatric care provided pursuant to this agreement.
 - B. The parties served shall consist of the following:
 - 1) Voluntary patients pursuant to parental, guardian, and/or Court authorization.
 - 2) Patients receiving the following services pursuant to the Lanterman-Petris-Short Act (Welfare & Institutions Code Sections 5000 through 5401, inclusive):
 - a) 72-hour evaluation and treatment
 - b) Detention for evaluation and treatment without Court order (pending conservatorship) Micro Fiched
 - c) Detention for evaluation and treatment with Court Order
 - d) 14-day intensive treatment
 - e) Additional 14-day intensive treatment for suicidal persons
 - f) 90-day Post Certification Treatment of imminently dangerous persons
 - C. All services provided shall satisfy the standards set forth in Title IX, Chapter 1, Subchapter 3, Article 10, of California Administrative Code and any amendments thereto promulgated while this agreement is in force.
3. PSYCHIATRIC SERVICES: PROVIDER agrees to provide during the terms of this agreement the psychiatric services described below to patients referred to PROVIDER Mental Health, in accordance with MENTAL HEALTH'S Adult Services' inpatient, partial hospitalization, and outpatient elements of the Yolo County Short-Doyle Plan, all under the direction of and in accordance with HOSPITAL'S Utilization Review Procedure approved by the Program Chief of MENTAL HEALTH. The Service shall be performed by licensed physicians and surgeons who are certified or eligible for certification in psychiatry to the American Board of Psychiatry and Neurology. The services provided hereunder shall include the following:
 - a. Consultation consisting of thorough preparation for and testimony at hearings in guardianship, conservatorship, or involuntary treatment proceedings arising out of psychiatric evaluation and treatment provided under this agreement.

- b. Communication to the Program Chief or designee by PSYCHIATRISTS of their findings of any direct evaluation and treatment as soon as practically possible.
- c. Attendance, when requested by MENTAL HEALTH, at staff meetings, and completion of all patient forms, legal forms, and medical records with sufficient information to provide a clear and concise account of the diagnosis and treatment and provide such statistical and outcome evaluation reports as may be required by State Department of Mental Health to enable COUNTY to qualify for State funding of MENTAL HEALTH, and services rendered to implement the utilization review procedure approved by the Program Chief of MENTAL HEALTH.
- d. HOSPITAL shall provide case-centered psychiatric consultation to employees of MENTAL HEALTH.

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FILED
JUN 13 1979

PETER J. ...
By *[Signature]*

AGREEMENT NO. 79-249

(Agreement for providing Certain Outpatient Services)

3 THIS AGREEMENT, made and entered into this 26th day of
4 June, 1979, by and between the County of Yolo, a political sub-
5 division of the State of California, hereinafter referred to as COUNTY, and
6 Luke Wia, M.D., a duly licensed physician, hereinafter referred
7 to as PROVIDER.

8 WITNESSETH:

9 RECITALS:

- 10 1. COUNTY wishes to provide outpatient services for certain residents of Yolo
11 County who require such services but are unable to obtain private psychiatric
12 care.
13 2. COUNTY does not possess the requisite available staff psychiatric time to
14 perform these services. Micro Fiched
15 3. PROVIDER represents that he possesses the requisite expertise to provide
16 the services contemplated.

17 AGREEMENTS: COUNTY, in consideration of PROVIDER'S promises contained in here-
18 inafter recited agreements, and PROVIDER, in consideration of COUNTY'S promises
19 contained in hereinafter recited agreements, agree:

- 20 1. Description of Services: PROVIDER shall provide psychiatric evaluations,
21 treatment, and continuing care as well as consultation to Mental Health
22 Services' staff and other professionals or agency personnel at a location
23 designated by Mental Health Services.
24 2. PAYMENT:
25 a. COUNTY will compensate PROVIDER for said services at the rate of
26 TWENTY-FIVE DOLLARS (\$25.00) per hour.
27 b. The maximum payments from COUNTY to PROVIDER shall be a sum not to
28 exceed FORTY-EIGHT DOLLARS
FIVE THOUSAND ONE HUNDRED/ (\$5,148).

- 1 c. Payments shall be made by COUNTY to PROVIDER monthly upon submission
2 of a claim to COUNTY countersigned and approved by COUNTY'S herein
3 designated representative.
- 4 d. PROVIDER shall maintain full and complete records of services rendered
5 and compensated, and shall make said records available to audit by
6 COUNTY upon reasonable notice. Said records shall be maintained for
7 at least four (4) years.
- 8 3. COUNTY'S DESIGNATED REPRESENTATIVES:
- 9 a. Responsibility for this Agreement lies with MENTAL HEALTH'S Program
10 Chief of Mental Health Services.
- 11 b. Program Chief may designate operational representatives from time
12 to time in writing to PROVIDER to perform specific tasks or liaison
13 functions.
- 14 4. RELATIONSHIP OF PARTIES: It is specifically understood and agreed that
15 PROVIDER is an independent contractor and is not subject to the direction
16 and control of COUNTY except as to final result. PROVIDER shall be
17 solely liable and responsible to pay all required taxes and other
18 obligations, including, but not limited to, applicable withholding and
19 social security, PROVIDER agrees to indemnify and hold COUNTY harmless
20 from any liability which it may incur to the Federal or State Governments
21 as a result of this contract.
- 22 5. ASSIGNMENT/SUB-CONTRACTING:
- 23 a. PROVIDER may not assign or sub-contract his responsibilities except
24 on the advance written authorization of COUNTY'S herein designated
25 representative.
- 26 6. LIABILITY: COUNTY assumes all responsibility for services covered under
27 the performance of this Agreement. COUNTY agrees to defend, indemnify and
28 hold PROVIDER harmless from any and all claims, liability, or loss arising

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1 in any way out of the negligent performance of this Agreement. COUNTY
2 does not assume responsibility or agree to defend, indemnify, or hold
3 PROVIDER harmless from claims, liability, or loss arising from intentional
4 conduct of PROVIDER.

- 5 7. COMMUNITY SERVICES SYSTEMS MANUAL: PROVIDER agrees to comply with all of
6 the provisions contained in the Community Services Systems Manual
7 incorporated hereinby reference.
- 8 8. AMENDMENTS: This writing, together with the Exhibits attached hereto,
9 fully expresses all understandings of the parties concerning all matters
10 covered and shall constitute the total Agreement. No addition to, deletion
11 or alteration of, the terms of this agreement, whether by written or verbal
12 understanding of the parties, the officers, agents or employees, shall be
13 valid unless made in the form of a written amendment to this Agreement
14 which is formally approved and executed by the parties executing this
15 agreement or their successors in office. **Micro Fiched**
- 16 9. TERM: This agreement shall commence on July 1, 1979, and terminate
17 June 30, 1980. This agreement may be terminated by either party upon
18 thirty (30) days' written notice to the other of such intention.
- 19 10. NOTICE: Any notice to be given parties to this agreement may be given
20 personally or by depositing same postmarked and registered in the United
21 States Mail, postage prepaid and addressed to PROVIDER or COUNTY's at
22 last known address.

23 IN WITNESS WHEREOF, the parties have executed this agreement as of
24 the day and year hereinabove setforth.

25
26 ATTEST:

27 PETER McNAMEE, CLERK

28 BY Ficlie Mapahana
DEPUTY

COUNTY OF YOLO, a political sub-
division of the State of California
B. G. MacFarland
CHAIRMAN OF THE BOARD OF SUPERVISORS
7-3-79

APPROVED AS TO FORM

CHARLES R. MACK
COUNTY COUNSEL

25
26
27
28
DEPUTY COUNSEL

MENTAL HEALTH SERVICES

BY CR. Hansen
PROGRAM CHIEF

BY Luke Kim
Luke Kim, M.D.

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FILED

100 - 31373

AGREEMENT NO. 79-250

By McNamee, Clerk (To Provide Partial Day Care Services)
By Paul A. Redgar DEPUTY

BK

THIS AGREEMENT, made and entered into this 26th day of June, 1979, by and between the County of Yolo, a political subdivision of the State of California, hereinafter referred to as COUNTY, and Crestwood Hospital, Inc., dba Crestwood Manor, Carmichael and Sacramento, a locked, private, for-profit corporation, licensed under the laws of the State of California to provide skilled nursing care to the mentally disordered, hereinafter referred to as PROVIDER.

W I T N E S S E T H:

RECITALS:

1. COUNTY desire to provide to patients of the County of Yolo who are residents of Crestwood Manor certain mental health skilled nursing services under the Short-Doyle Act (Welfare and Institutions Code Section 5600, et. seq.) and other programs administered through the Short-Doyle system which PROVIDER is equipped, staffed and prepared to provide.
2. COUNTY believes it is in the best interests of the people of the COUNTY of Yolo to provide said services by contract.
3. Said services will be provided by the PROVIDER in accordance with the requirements of Title 9 of the California Administrative Code, and the California Community Services System Manual.
4. This agreement is contemplated and authorized by the Welfare and Institutions Code Section 5614 and 5653.

AGREEMENTS: COUNTY in consideration of PROVIDER'S promises contained in hereinafter recited agreements, and PROVIDER in consideration of COUNTY'S promises contained in hereinafter recited agreements, agree:

/////

1. PROVIDER'S SERVICE OBLIGATIONS:

- a. PROVIDER agrees to provide the services as described in Exhibit "A" attached hereto and incorporated herein by reference thereto. The PROVIDER shall operate continuously throughout the term of this agreement with at least the minimum number of staff required by Title 9 of the Administrative Code for provision of services hereunder. Such personnel shall be qualified in accordance with all applicable requirements of the Code and any amendments thereto.
- b. Said services will be provided to such persons as are referred in writing by COUNTY'S herein designated representative for clinical matters. Said writing shall constitute a condition precedent to COUNTY's duty to pay for services rendered to a patient by PROVIDER.

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2. PAYMENT:

- a. COUNTY shall pay PROVIDER for services rendered under the provisions of this agreement at the rates specified in Exhibit "B", attached hereto and incorporated herein by reference thereto. Said payments shall be made by COUNTY to PROVIDER monthly upon submission of a claim to COUNTY'S herein designated representative for administrative matters. Said claim will detail services rendered; and said detail is expressly understood to be a condition precedent to COUNTY'S duty to make payment on the claim.
- b. Such compensation shall be reduced by such amounts PROVIDER is determined entitled by COUNTY Mental Health's screening to charge the patient under COUNTY'S Short-Doyle Program eligibility standards, patient's insurance coverage, Medicare program coverage, Medi-Cal program coverage and Grant program coverage.

/ / / / /

- c. COUNTY shall further pay such amounts PROVIDER has charged to patients but which remain uncollected after billing and shown on PROVIDER'S books six (6) months after the date the service was rendered; provider, however, that subsequent collections of said amounts received by PROVIDER thereafter from any source other than COUNTY shall be credited against any compensation due from COUNTY to PROVIDER under this or successor's agreements.
- d. The maximum payments from COUNTY to PROVIDER during the term of this agreement shall be a sum not to exceed TWENTY-FIVE THOUSAND TWO HUNDRED TWENTY-FIVE DOLLARS (25,225) as shown on line 80 of attached and incorporated program budget (Exhibit "C"); or payment in accordance with the provisions of 2 a, b, and c above for services rendered from the beginning of the term of this agreement ^{Micro Fiched} through the termination date specified in the notice of termination described in agreement 8 below. Exhibit "C" shall be the basis for and limitations of any and all reimbursement from COUNTY to PROVIDER for services provided. This budget includes additional revenues that is anticipated PROVIDER will receive from other sources.
3. RECORDS: PROVIDER shall maintain full and complete records of services rendered and compensated, and shall make said records available to audit by COUNTY upon reasonable notice. Said records shall be maintained for at least four (4) years.
4. DESIGNATED REPRESENTATIVES:
- a. PROVIDER shall designate a representative for administrative and clinical matters relative to this agreement within two weeks of the execution of this agreement by letter address to the COUNTY's herein designated representatives.

//////

1 b. COUNTY'S representatives for administrative and clinical matters
2 will be the Program Chief of COUNTY'S Mental Health Division.

3 5. RELATIONSHIP OF PARTIES:

4 a. It is specifically understood and agreed that PROVIDER is an inde-
5 pendent contractor and is not subject to the direction and control
6 of COUNTY except as to final result. PROVIDER shall be solely
7 liable and responsible to pay all required taxes and other obligations
8 including, but not limited to, applicable withholding and Social
9 Security. PROVIDER agrees to indemnify and hold the COUNTY harmless
10 from any liability which it may incur to the Federal or State
11 Governments as a consequence of this contract.

12 6. COMMUNITY SERVICES SYSTEMS MANUAL:

13 PROVIDER agrees to comply with all of the provisions contained in the
14 Community Services Systems Manual as outlined in Exhibit "D" attached
15 and incorporated herein by reference thereto.

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16 7. AMENDMENTS: This writing, together with the exhibits attached hereto,
17 fully expresses all understandings of the parties concerning all matters
18 covered and shall constitute the total agreement. No addition to, deletion
19 or alteration of, the terms of this agreement, whether by written or verbal
20 understanding of the parties, the officers, agents or employees, shall be
21 valid unless made in the form of a written amendment to this agreement
22 which is formally approved and executed by the parties executing this
23 agreement or their successors in office. This agreement shall supersede
24 all other agreements between the parties.

25 8. TERM:

26 a. This agreement shall commence on July 1, 1979, and terminate on
27 June 30, 1980, unless otherwise provided herein in agreement 8 b
28 and c below.

- 1 b. This agreement may be terminated by either party upon thrity (30)
2 days written notice to the other of such intent, except as provided
3 herein in agreement 8 c below.
- 4 c. Should the funds granted to the COUNTY in the 1979/80 fiscal year
5 State or County final budget to cover the cost of the Mental Health
6 Services be reduced by greater than 10% or COUNTY Mental Health
7 program be terminated by Local authorities, then the COUNTY may
8 terminate this agreement by providing Notice of Termination specify-
9 ing an effective date of termination no earlier than two (2) days
10 following the postmark of the notice.
- 11 9. NOTICES: Any notice provided for or permitted by this agreement shall be
12 given by depositing said notice in the United States mail, postage pre-
13 paid, and addressed as follows:
- 14 Notice to the County: County of Yolo Micro Fiched
15 213 West Beamer Street
 Woodland, California 95695
- 16 Notice to Provider: Crestwood Manor
17 2600 Stockton Boulevard
 Sacramento, California 95814
- 18 10. WAIVER: A waiver by either party of any default, breach or condition
19 precedent shall not be construed as a waiver of any other default, breach
20 or condition precedent or any other right hereunder.
- 21 11. LAWS: In performance of this agreement the PROVIDER shall comply with
22 all applicable local state and federal laws, rules and regulations.
- 23 12. INDEMNIFICATION AND INSURANCE: The PROVIDER shall indemnify, defend and
24 hold harmless the COUNTY, its officers, agents, and employess from and
25 against any and all claims, losses, liabilities or damages, including
26 attorney's fees arising out of or resulting from the performance of
27 this agreement caused in whole or in part by the PROVIDER or anyone
28 directly or indirectly employed by PROVIDER, regardless of whether caused

1 in part by the party indemnified hereunder. Without limiting PROVIDER'S
2 indemnification, the PROVIDER shall maintain in force at all times during
3 the performance of this agreement, a policy or policies of insurance cover-
4 ing its operation. Certificates evidencing the maintenance of PROVIDER'S
5 insurance coverage shall be filed with the COUNTY on or before the effective
6 date of this agreement, and said department shall be given notice in
7 writing at least ten (10) days in advance of cancellation or modification
8 of any policies. The following policies of insurance of insurance shall
9 be procured by the PROVIDER

10 a. A general liability policy shall include but it not limited to pro-
11 fessional liability, contractual liability, public liability and
12 property damage coverage. This policy single limit liability amount
13 shall not be less than \$1,000,000.

14 b. If motor vehicles are used in performing the services hereunder,
15 automobile insurance coverage must be obtained with not less than
16 \$1,000,000, single limit liability. Micro Fiched

17 c. There shall be evidence that all PROVIDER'S employees are covered
18 by Workmen's Compensation.

19 13. ASSIGNMENT: This agreement is not assignable by the PROVIDER either in
20 whole or in part without the written consent of the COUNTY. This does
21 not preclude the PROVIDER from sub-contracting parts of the services to
22 be provider with the advance written consent of the COUNTY.

23 14. STATE APPROVAL: The approval of the Department of Mental Health Local
24 Program Section of this agreement and the audit approval by the Agency's
25 audit unit of expenditures made hereunder are conditions precedent and sub-
26 sequent to COUNTY'S obligation to pay all or any portion of the herein
27 recited payments to PROVIDER.

28 / / / / /

1 IN WITNESS WHEREOF, the parties have executed this agreement as of
2 the day and year hereinabove setforth.

3 COUNTY OF YOLO, a political sub-
4 division of the State of California

5 Billy G. McFarland
6 CHAIRMAN OF THE BOARD OF SUPERVISORS
7-3-77

7 ATTEST:

8 PETER McNAMEE, CLERK

9
10 BY Richard Magabana
11 DEPUTY

12
13 MENTAL HEALTH SERVICES

14
15 BY C. P. Thomson
16 PROGRAM CHIEF

17 CRESTWOOD MANOR, a for-profit corporation
18 Crestwood Heights, Inc.
19 BY Kenneth K. Kach
20 as its President

21 Micro Fiched

22 APPROVED AS TO FORM
23 CHARLES R. MACK
24 COUNTY COUNSEL

25 BY Elizabeth A. Holtz
26 DEPUTY COUNTY COUNSEL

DESCRIPTION OF SERVICES

For an average of 10 patients per day:

Psychiatric Day Treatment Services;
as defined in the Community Services Manual

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EXHIBIT "B"

RATES

Crestwood, Sacramento	\$7.55 per patient day
Crestwood, Carmichael	\$5.48 per patient day

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PROGRAM BUDGET

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80 FISCAL YEAR
57 COUNTY OF Yolo

57 COUNTY OF

6-19-79

CONTRACTOR: Crestwood Manor

PROVIDER NO: 5723

SEE REVERSE SIDE

	SERVICE TYPE	PARTIAL DAY	TOTAL
ITEMS COST CENTER	00		
1 SALARIES & EMP. BENEFIT			
2 OPERATING EXPENSES			
3 EQUIPMENT			
4 SUPPLIES			
5 CONTRACTS	234,000		234,000
6 GROSS COST	234,000		234,000
7 SAVINGS	<	X X X X X X X X X X	
8 TOTAL GROSS COST	234,000		234,000
9 1ST. OF ADMIN. SUPPORT & RESEARCH & EVALUATION			
10 ADJUSTED GROSS COST	234,000		234,000
11 REVENUES			
12 GRANTS			
13 PATIENT FEES			
14 MEDICAL INSURANCE			
15 MED-CAL - FEDERAL			
16 MED-CAL - NON-FEDERAL			
17 MEDICARE			
18 OTHER	208,775		208,775
19 FUND-ABLE FEDERAL FUNDS	<	X X X X X X X X X X	
20 TOTAL REVENUES	208,775		208,775
21 NET COST	25,225		25,225
22 COST PER UNIT OF SERVICE \$	NPR-01	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$	\$ NPR-01

COMMUNITY SERVICES SYSTEMS MANUAL

CONTRACT REQUIREMENTS

State reimbursement for provider contracted Short-Doyle services is assured only on Department approved contracts. Basic requirements to which the contract provider must adhere for Department approval and/or which must be written into the contract are presented in this chapter.

1.1 CONTRACT REQUIREMENTS

The contract requirements are:

1. Provider agrees to comply with all provisions of Title 9 of the California Administrative Code.
2. Provider admission policies are in writing and available to the public, and such policies include a provision that patients are accepted for care without discrimination on the basis of race, color, religion, national origin or ancestry.
3. Provider does not employ discriminatory practices in admission of patients, assignment of accommodations, employment of personnel or in any other respect on the basis of race, color, religion, national origin or ancestry.
4. The Local Mental Health Director shall supervise and specify the kind, quality and amount of the provider services and criteria for determining the persons to be served. Micro Fished
5. Contract periods do not overlap a July 1 through June 30 fiscal year.
6. Provider uses the uniform method of determining ability to pay prescribed by the State Director of Mental Hygiene.
7. Fees for services charged to either the local mental health service, patient or other person responsible therefore shall not exceed actual cost.
8. Provider uses the uniform billing and collection guidelines prescribed by the State Director of Mental Hygiene (Non-billing providers excluded).
9. Provider financial records are retained for at least four years and made available for audit on request of either or both the county and the State.
10. Contract specifies the maximum dollar amount reimbursable under the terms of the contract.
11. Contract specifies estimates of gross cost, revenue, net cost, units of service and rate per unit of service for each mode of service to be provided.
12. Contract specifies the cost of services rendered to Short-Doyle patients shall be adjusted to actual cost or maximum contract amount (whichever is lower) at the end of the contract year.
13. Provider will comply with all of the provisions contained in the Community Services Systems Manual. This includes, but is not limited to budgets, claims, cost reports, allowable costs, ability to pay and billing and collection.

FILED

JUL - 31 1979

AGREEMENT NO. 79-251
(For Psychiatric Services For Developmentally Disabled)

PETER MONAGHE, Clerk

By Richard Polgar

DEPUTY

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THIS AGREEMENT, made and entered into this 26th day of JUNE, 1979, by and between County of Yolo, a Political Subdivision of the State of California, hereinafter referred to as COUNTY, and ALTA California Regional Center, hereinafter referred to as PROVIDER, A State sponsored Agency for the care of the Developmentally Disabled.

W I T N E S S E T H:

Micro Fiched

1. Parties have long had an ongoing relationship based on shared responsibility for the psychiatric care of Developmentally Disabled Clients of PROVIDER who are residents of Yolo County and patients of Yolo County Mental Health, hereinafter referred to as SERVICE; said relationship had been informal and not of an obligating nature requiring a contract until fiscal year 1978/79.
2. The State of California, Department of Mental Health, that year required parties to setforth in writing the arrangements by which psychiatric care services for the Developmentally Disabled are to be apportioned between them, so that the stability of parties relationship might stand on firmer footing than had been the case in the past.
3. COUNTY and PROVIDER, therefore, found it necessary to enter into a contractual relationship so that the obligations of each were setout and binding, and did so in Agreement 79-66. Parties now desire to continue that relationship.

AGREEMENTS: COUNTY, in consideration of PROVIDER'S promises contained in hereinafter recited agreements, and PROVIDER, in consideration of COUNTY'S promises contained in hereinafter recited agreements, agree:

1. PROVIDER'S OBLIGATIONS:

- 1 a. PROVIDER will accept as CLIENTS referrals of Developmentally Disabled
2 persons from SERVICE, subject to PROVIDER'S intake procedures and
3 in accordance with working protocols described in Agreement No. 3;
4 said accepted referrals, hereinafter referred to as CLIENTS, are
5 estimated in working protocols described in agreement 3.
- 6 b. PROVIDER will assess CLIENTS' needs for psychiatric care as part of
7 its total assessment of CLIENTS in accordance with working protocols
8 described in Agreement 3.
- 9 c. PROVIDER will provide Case Management to CLIENTS in accordance with
10 working protocols described in Agreement 3. Micro Fiched
- 11 d. PROVIDER will refer all CLIENTS to SERVICE for psychiatric treatment
12 in accordance with working protocols described in Agreement 3.
- 13 e. Notwithstanding the provisions of Agreement 1 a, PROVIDER may refer
14 CLIENTS to SERVICE for psychiatric diagnosis and/or assessment.
- 15 f. PROVIDER will arrange with SERVICE for PROVIDER intake and assess-
16 ment of CLIENT within twenty-four hours (24 hours) of referral from
17 SERVICE and in accordance with working protocols described in
18 Agreement 3.
- 19 g. PROVIDER will arrange with SERVICE for PROVIDER participation in
20 CLIENTS treatment and disposition planning within one working
21 day of request from SERVICE and in accordance with working pro-
22 tocols described in Agreement 3.
- 23 h. PROVIDER will develop and operate programs to achieve social integration.
- 24 i. PROVIDER will train SERVICE staff in working with CLIENTS upon and
25 within a reasonable time of a request from SERVICE to do so; said re-
26 quest and said training to be in accordance with working protocols
27 described in Agreement 3.

28 / / / /

1 j. PROVIDER will pay SERVICE for services rendered pursuant to Agree-
2 ment 1 e upon SERVICES claim to PROVIDER detailing services perform-
3 ed and amounts; said payment to be rendered at SERVICES' prevailing
4 rates for such services.

5 k. PROVIDER will designate a representative or representatives for
6 administrative and clinical matters within one week of execution
7 of this Agreement, and so notify SERVICE in writing.

8 2. SERVICE'S OBLIGATIONS:

- 9 a. SERVICE will provide psychiatric diagnosis, assessment, and/or
10 treatment to CLIENTS upon PROVIDER's referral in accordance with
11 working protocols described in Agreement 3. Micro Fiched
- 12 b. SERVICE will request PROVIDER CLIENT intake and assessments, parti-
13 cipation in treatment and disposition planning, and training in
14 accordance with working protocols described in Agreement 3.
- 15 c. SERVICE will provide psychiatric services to CLIENTS who require
16 them in the same manner that SERVICE provides said services to
17 any other citizen and in accordance with working protocols described
18 in Agreement 3.
- 19 d. SERVICE will identify to PROVIDER staff available with training and
20 expertise to provide psychiatric services to Developmentally
21 Disabled persons within one week of execution of this Agreement.
- 22 e. SERVICE will bill PROVIDER monthly for service rendered pursuant to
23 Agreement 1 e, said claim will detail services performed and amounts;
24 said payments to be rendered at SERVICES' prevailing rates for such
25 services.
- 26 f. SERVICE will designate a representative or representatives for ad-
27 ministrative and clinical matters within one week of execution of
28 this Agreement, and will so notify PROVIDER in writing.

- 1 3. WORKING PROTOCOLS: Attached hereto as Exhibit "A" and incorporated
2 herein by reference thereto are working protocols describing and govern-
3 ing the working relationships of parties pursuant to this Agreement.
4 Said working protocols bind parties as if fully set out herein, but may
5 be modified without formal amendment of this agreement so long as said
6 modification does not vary the provisions specifically setout herein, is in
7 writing, and represents a bilateral agreement of SERVICE and PROVIDER.
- 8 4. RELATIONSHIP OF PARTIES: It is specifically understood and agreed that
9 parties are independent contractors and not subject to the direction and
10 control of one another except as to final result. Each party shall be
11 solely liable and responsible to pay all of their own required taxes and
12 other obligations including, but not limited to, applicable withholding
13 and Social Security. Each agree to indemnify and hold each other harm-
14 less from any pertinent liability which either may incur to the Federal
15 or State Governments as a result of this contract. Micro Fiched
- 16 5. LIABILITY: PROVIDER agrees to defend, indemnify and hold COUNTY harmless
17 for any and all claims, liability or loss arising from PROVIDER'S per-
18 formance under this Agreement.
- 19 6. AMENDMENTS: The body of this Agreement, together with any exhibits
20 attached hereto, fully expresses all understanding of the parties con-
21 cerning all matters covered and shall constitute the total Agreement.
22 Except as setout in Agreement 3, no addition to, or alteration of, the
23 terms of this Agreement, whether by written or verbal understanding of
24 parties, their officers, agents or employees shall be valid unless made
25 in the form of a written amendment to this agreement which is formally
26 approved and executed by the parties executing this Agreement or their
27 successors in office.

28 / / / / /

Elizabeth A. Helt
 DEPUTY COUNTY COUNSEL

7. COMMUNITY SERVICE SYSTEM MANUAL: Parties agree to comply with all applicable provisions of the State of California Community Services System Manual, incorporated herein by reference thereto as if fully set out herein.
8. TERM: This Agreement shall commence on July 1, 1979, and terminate on June 30, 1980, unless sooner terminated by either party upon thirty (30) days written notice to the other of such intent.
9. NOTICES: Any notice to be given to parties to this Agreement may be given personally or by depositing same postmarked and registered in the United States Mail, postage prepaid and addressed as follows:

COUNTY:

Yolo County Mental Health
 P.O. Box 1217
 Woodland, California 95695

PROVIDER:

ALTA California Regional Center
 4010 El Camino
 Sacramento, California

Micro Fiched

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year hereinabove set forth.

COUNTY OF YOLO, a political Sub-
 division of the State of California

Babey A. Morehead
 CHAIRMAN OF THE BOARD OF SUPERVISORS
 7-3-79

ATTEST:

PETER McNAMEE, CLERK

BY *Peter McNamee*
 (Deputy)

Ralph D. Levy
 ALTA CALIFORNIA REGIONAL CENTER

Ralph D. Levy
 Executive Director
 ALTA California Regional Center

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MENTAL HEALTH SERVICES

BY C. J. Thomson
PROGRAM CHIEF

Micro Fiched

EXHIBIT "A"

Yolo County Mental Health and ALTA Regional Center

Working Protocols

The purpose of this working agreement is to establish a policy for the provision of psychiatric and psychological services for developmentally disabled persons. Since Yolo County Mental Health Program does not discriminate services based on a person's existing developmental disabilities, clarification about areas of responsibility and case planning is necessary to facilitate services to this population. Joint planning sessions which included staff and administrative personnel reached the following understanding:

The responsibilities of Yolo County Mental Health will include providing psychiatric and psychological services to all of the developmentally disabled individuals who require them in the same manner in which these services are provided any other citizen. Since Yolo County Mental Health staff currently employs several psychologists who have training in developmental psychology, Mental Health Services is able to provide some expertise and skill in evaluating and treating developmentally disabled individuals. However, it will be the responsibility of the ALTA Regional Center to provide support and on-going training in order to provide Mental Health staff with a better working understanding of the problems of the developmentally disabled. The Yolo County Mental Health Center will refer to ALTA Regional Center any individual suspected of having a significant developmental disability.

The criteria for referral to ALTA Regional includes the following: **Micro Fiched**

- (1) An assessment of mental retardation with an I.Q. of less than 69.
- (2) Epilepsy that has not been controlled by medication.
- (3) Cerebral Palsy.
- (4) Autism.
- (5) Other significantly impairing neurological condition not to include minimal brain dysfunction.

It should be noted that these referrals need to be made before the individual is 18 years of age and, therefore, referral probably will be generated through the Children's Services Staff. The responsibility of ALTA Regional Center will include having staff capable of assessing psychiatric disorders and being able to refer those individuals for treatment at the Yolo County Mental Health Services. ALTA Regional Center will not purchase any psychiatric, consultative, diagnostic or treatment services; rather, the developmentally delayed individual will go through the usual Short-Doyle System. It will be ALTA Regional Center's responsibility to be the primary case manager for developmentally disabled clients. Staffing of mutual clients will occur on a timely basis and psychiatric findings will be included in the individual program plan. The

social integration aspects of the treatment plan will be the responsibility of the Regional Center.

If there are any difficulties in this understanding, it will be assumed that case conferences will be arranged within one working day of the request for such dispositional and planning matters. The workers involved should be present as well as any other individual within either system who has relevant input.

Micro Fiched

(Agreement to provide funds for a Residential Halfway House)

THIS AGREEMENT, made and entered into this 26th day of June, 1979, by and between the COUNTY of YOLO, a political subdivision of the State of California, hereinafter called COUNTY, and Davis Mental Health Corporation, a non-profit corporation, hereinafter called PROVIDER.

W I T N E S S E T H:

RECITALS:

1. COUNTY receives funds from the State Department of Mental Health Services to operate Community Mental Health Programs. Micro Fiched
2. COUNTY carries out the responsibilities which accompany the funds through its Health Services Agency, Mental Health Department, hereinafter referred to as MENTAL HEALTH, in accordance with its State required "County Plan".
3. The Yolo County Plan requires MENTAL HEALTH to possess a residential halfway house for residents falling between 18 through 30 years of age who are psychiatric patients of MENTAL HEALTH, hereinafter referred to as PATIENTS.
4. MENTAL HEALTH does not own or operate such a residential halfway house itself.
5. PROVIDER represents it is licensed by the State of California to operate a residential halfway house and operates a residential halfway house.
6. COUNTY and PROVIDER, therefore, wish to enter into an agreement for the provision of a residential halfway house under the terms and conditions set forth in this agreement. PROVIDER acknowledges that COUNTY enters into this agreement because of the hereinabove recitations, and would not have done so were PROVIDER unable to so represent.

1 AGREEMENTS: COUNTY, in consideration of PROVIDER'S promises contained in here-
2 inafter recited agreements, and PROVIDER, in consideration of COUNTY'S promises
3 contained in hereinafter recited agreements, agree:

4 1. PROVIDER'S SERVICE OBLIGATIONS:

- 5 a. In accordance with the Working Protocols, attached hereto as Exhibit
6 "A" and incorporated herein by reference thereto; the Action Plan,
7 attached hereto as Exhibit "B" and incorporated herein by reference
8 thereto; and all applicable Community Services System Manual re-
9 quirements, incorporated herein by reference thereto as if fully
10 set out, provide to PATIENTS approved for admission in advance by
11 MENTAL HEALTH a residential halfway house program emphasizing re-
12 habilitation of residents and their reintegration into the Community.
13 Said advance approval is a condition precedent to COUNTY'S obligation
14 to pay for services rendered a resident. Micro Fiched
15 b. Designate a representative or representatives for administrative
16 and program affairs.

17 2. MENTAL HEALTH'S SERVICE OBLIGATIONS:

- 18 a. Designate representative or representatives for administrative and
19 program affairs.
20 b. Approve in advance admission of all PATIENTS for which PROVIDER will
21 seek reimbursement.

22 3. COUNTY'S DESIGNATED REPRESENTATIVES:

- 23 a. Responsibility for this Agreement lies with MENTAL HEALTH'S Program
24 Chief of Mental Health Services.
25 b. Program Chief may designate operational representatives from time
26 to time in writing to PROVIDER to perform specific tasks or liaison
27 functions.

28 / / / /

1 4. ASSIGNMENT/SUB-CONTRACTING:

- 2 a. PROVIDER may not assign or sub-contract his responsibilities except
3 on the advance written authorization of COUNTY'S herein designated
4 representative.
5 b. COUNTY may assign this agreement to Yolo Community Care Continuum,
6 Inc. should COUNTY conclude negotiations with that organization
7 to operate the Community Residential Treatment System.

8 5. RECORDS:

- 9 a. PROVIDER shall for four (4) years maintain records of all receipts
10 and expenditures, for whatever purposes received or expended, in
11 accordance with generally accepted accounting principles, separately
12 identifying revenues received and expenditures made pursuant to
13 this agreement. Micro Fiched
14 b. PROVIDER shall make said records available for audit by COUNTY,
15 MENTAL HEALTH or STATE auditors upon the request of MENTAL HEALTH'S
16 representatives. Said request will provide at least one full work-
17 ing day's notice of the impending audit.

- 18 6. RELATIONSHIP OF PARTIES: It is specifically understood and agreed that
19 PROVIDER is an independent contractor and is not subject to the direction
20 and control of COUNTY except as to final result. PROVIDER shall be
21 solely liable and responsible to pay all required taxes and other
22 obligations, including, but not limited to, applicable withholding and
23 social security. PROVIDER agrees to indemnify and hold COUNTY harmless
24 from any liability which it may incur to the Federal or State Governments
25 as a result of this contract.

26 7. LIABILITY:

- 27 a. PROVIDER agrees to defend, indemnify and hold COUNTY harmless for any
28 and all claims, liability, or loss arising from PROVIDER'S performance

1 under this agreement.

2 b. Provider shall purchase and maintain for the duration of this agree-
3 ment, Public Liability Insurance in the amount of at least \$100,000/
4 \$100,000 specifically naming COUNTY as an insured party thereto for
5 all purposes.

6 8. WORKING PROTOCOLS: Attached hereto as Exhibit "A" and incorporated herein
7 by reference thereto are Working Protocols describing and governing the
8 working relationships of parties pursuant to this Agreement. Said working
9 protocols bind parties as if fully setout herein, but may be modified with-
10 out formal amendment of this agreement so long as said modification does
11 not vary the provisions specifically setout herein, is in writing, and re-
12 presents a bilateral agreement of MENTAL HEALTH and PROVIDER. Said Working
13 Protocols shall include as a minimum provisions by which patient admission
14 approval is obtained from MENTAL HEALTH; the selection screening process;
15 and any role MENTAL HEALTH is to play in review of PROVIDER'S treatment
16 activities.

Micro Fiched

17 9. ACTION PLAN: Attached hereto as Exhibit "B" and incorporated herein by
18 reference thereto is PROVIDER'S Action Plan for providing the services
19 which are the subject of this agreement. Said Action Plan binds parties
20 as if fully setout herein, but may be modified without formal amendment of
21 this Agreement, so long as said modification does not vary the provisions
22 specifically setout herein and advanced written notice thereof is given
23 MENTAL HEALTH. Said Action Plan shall include as a minimum provisions that
24 the services to be performed by PROVIDER shall provide a transitional,
25 community-based, goal-oriented program in a home-like, non-institutional
26 environment and the specific services which comprise the concept of
27 PROVIDER'S residential halfway house program.

28 / / / /

1 10. COMMUNITY SERVICES SYSTEM MANUAL: PROVIDER agrees to comply with all
2 applicable provisions contained in the Community Services System Manual,
3 incorporated herein by reference thereto as if fully setout herein.

4 11. PAYMENT:

- 5 a. The maximum payments from COUNTY to PROVIDER during the term of this
6 Agreement shall be a sum not to exceed TWENTY-TWO THOUSAND EIGHT HUNDRED
7 DOLLARS DRED NINETY/ (\$22,890) as shown on Line 80 of attached program
8 budget (Exhibit "C"); or payment in accordance with the provisions of
9 l b and d below for services rendered from the beginning of the term
10 of this agreement through the termination date specified in the notice
11 of termination described in Agreement 14, below. Exhibit "C"
12 shall be the basis for and limitations of any and all reimbursement
13 from COUNTY to PROVIDER for services provided. This budget includes
14 additional revenues that is anticipated PROVIDER will receive from
15 other sources. Micro Fiched
- 16 b. A provisional payment of \$1,907.50 shall be advanced by COUNTY to
17 PROVIDER monthly upon submission of a claim, in form prescribed by
18 COUNTY, to COUNTY, designating services rendered during the pre-
19 ceeding month. Claim will be adjusted proportionately downward by
20 MENTAL HEALTH to reflect any resident not approved by MENTAL HEALTH.
21 Claim must be countersigned and approved by the Program Chief of Mental
22 Health Services or designee.
- 23 c. Payments to PROVIDER shall be adjusted to the lower of actual cost or the
24 contract maximum upon the basis of a cost report submitted by PROVIDER
25 within 90 days of agreement at the end of the term of the Agreement.
- 26 d. Where a herein recited report or claim is due from PROVIDER within a
27 month, payment for that month is expressly conditioned on the acceptance
28 by COUNTY'S herein designated representative of the PROVIDER'S

1 progress as on schedule.

2 c. Approval of this Agreement and of PROVIDER'S records as audited to be
3 accurate are conditions subsequent to COUNTY'S obligation to pay the
4 amount represented by any exception taken by the State.

5 f. COUNTY's excuse of any given condition precedent or subsequent in any
6 given circumstance does not constitute a waiver of either that con-
7 dition subsequent or precedent or any other condition precedent or
8 subsequent as to future circumstances.

Micro Fiched

9 12. AMENDMENTS: Except as provided herein, the body of this agreement, to-
10 gether with any exhibits attached hereto, fully expresses all understand-
11 ings of the parties concerning all matters covered and shall constitute
12 the total agreement. Except as provided herein, no additions to, or
13 alterations of, the terms of this agreement, whether by written or verbal
14 understanding of the parties, their officers, agents, or employees shall be
15 valid unless in the form of a written amendment to this agreement which is
16 formally approved and executed by the parties executing this agreement
17 or their successors in office.

18 13. NOTICE: Any notice to be given parties to this agreement may be given
19 personally or by depositing same postmarked and registered in the United
20 States mail, postage prepaid and addressed to PROVIDER or COUNTY's herein
21 designated representatives, as applicable.

22 COUNTY:

23 Yolo County Mental Health Services
24 P.O. Box 1217
Woodland, California 95695

25 PROVIDER:

26 Davis Mental Health Corporation
27 402 I Street
Davis, California 95616

28 // // // // //

14. TERMS:

- a. This Agreement shall commence on July 1, 1979, and terminate on June 30, 1980, unless as otherwise provided herein in Agreement 14 b and c below.
- b. This agreement may be terminated by either party upon thirty (30) days written notice to the other of such intent, except as provided herein in agreement 14 c below.
- c. Should the funds granted the COUNTY in the 1979-80 fiscal year State or County final budget to cover the cost of the Mental Health Services be reduced by greater than 10% or COUNTY Mental Health Program be terminated by Local authorities, then the COUNTY may terminate this agreement by providing Notice of Termination specifying an effective date of termination no earlier than two (2) days following the postmark of the notice.
- d. Should PROVIDER terminate prior to the end of a month PROVIDER will return to COUNTY an amount equal to the monthly amount times the proportion of days remaining in the month to the total days of the month for which payment was advanced.
- e. Should either party give notice of cancellation both parties will exert their best efforts in good faith to find alternatives for PATIENTS still requiring services of the type PROVIDER renders.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove setforth.

ATTEST:

PETER McNAMÉE, CLERK

BY

DEPUTY

MENTAL HEALTH SERVICES

BY

PROGRAM CHIEF

COUNTY OF YOLO, a political subdivision of the State of California

CHAIRMAN OF THE BOARD OF SUPERVISOR

DAVIS MENTAL HEALTH CORPORATION

BY

APPROVED AS TO FORM

CHARLES R. MACK
COUNTY COUNSEL

DEPUTY COUNTY COUNSEL

EXHIBIT "A"

WORKING PROTOCOLS

1. SELECTION SCREENING PROCESS & CRITERIA:

a. Selection for admission to SIHAYA HOUSE:

- 1) Selection criteria are based on such factors as the willingness and motivation of the patient to participate in the full rehabilitation program of the House, as well as the patient's potential for moving toward independence within 6 - 12 months.
- 2) Selection for admission is based on an initial screening for suitability by the Project Director of SIHAYA HOUSE. If the applicant appears suitable, a 7-day trial stay will be arranged. The final decision will be made by a committee of SIHAYA HOUSE staff and residents.
- 3) Because of the limit of the six places for psychiatric patients, because the most residents remain from 3 - 6 months, and because we wish to insure that SIHAYA HOUSE remains primarily a resource to residents of Yolo County, the Program Chief of MENTAL HEALTH or his clinical staff designee, must approve in advance all proposed admissions to SIHAYA HOUSE reimbursable under this agreement.

Micro Fiched

ACTION PLAN

1. Provide a transitional community-based, goal-oriented program in a homelike, non-institutional environment which emphasizes rehabilitation of the resident and reintegration of the resident into the Community.
2. Provide these services to college-age psychiatric patients who are Yolo County residents.
3. Provider Services Include:
 - a) Residential care in a group milieu treatment setting for patients not requiring the structure of an acute treatment facility.
 - b) Room and board.
 - c) Group sessions oriented towards practical problems in social, occupational, residential and other areas.
 - d) Assistance in the development of a personal rehabilitation plan, which shall include such daytime activities as therapy, vocational rehabilitation, work school and/or other appropriate activities.
 - e) Instruction and assistance in the performance of tasks related to self-care and independent living, i.e., cooking, performance of household tasks, personal hygiene, etc.

Micro Fiched

FILED
JUL 15 1979

AGREEMENT NO. 79-253

PETER J. BAKER, Clerk

By *Baker* (Agreement to provide Psychiatric Hospital Services and
Psychiatrist Services)

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THIS AGREEMENT, made and entered into this 26th day of June, 1979, by and between the COUNTY of YOLO, a political subdivision of the State of California, hereinafter called COUNTY, and Sutter Community Hospital, a non-profit corporation, hereinafter called PROVIDER.

WITNESSETH:

RECITALS:

1. COUNTY receives funds from the State Department of Mental Health Services to operate Community Health Programs. Micro Fiched
2. COUNTY carries out the responsibilities which accompany the funds through its Health Services Agency, Mental Health Department, hereinafter referred to as MENTAL HEALTH, in accordance with its State required "County Plan".
3. The Yolo County Plan requires MENTAL HEALTH to provide a variety of outpatient and inpatient psychiatric services to school age children under seventeen who are patients of MENTAL HEALTH, hereinafter referred to as PATIENTS.
4. MENTAL HEALTH does not possess the required facilities itself.
5. PROVIDER represents it is licensed by the State of California to provide said services and operate a facility which complies with all requirements specified by the State Department of Mental Health and the applicable sections of Title IX of the California Administrative Code.
6. COUNTY and PROVIDER, therefore, wish to enter into an agreement for the provision of services under the terms and conditions setforth in this agreement. PROVIDER acknowledges that COUNTY enters into this agreement because of the hereinabove recitations, and would not have done so were

1 PROVIDER unable to so represent.

2 AGREEMENTS: COUNTY, in consideration of PROVIDER'S promises contained in here-
3 inafter recited agreements, and PROVIDER in consideration of COUNTY'S promises
4 contained in hereinafter recited agreements, agree:

5 1. PROVIDER'S SERVICE OBLIGATIONS:

- 6 a. In accordance with the Working Protocols, attached hereto as Exhibit
7 "A" and incorporated hereinby reference thereto; and all applicable
8 Community Services System Manual requirements, incorporated herein
9 by reference thereto as if fully setout, provide to PATIENTS approved
10 for admission in advance by MENTAL HEALTH inpatient services; partial
11 hospitalization, including, but not limited to, day care, weekend care,
12 and emergency services twenty-four (24) hours; and professional
13 psychiatric services including, but not limited to, case centered
14 consultation and testimony at guardianship, conservatorship, or invol-
15 untary treatment proceedings arising out of psychiatric evaluations
16 and treatment provided hereunder. Said advance approval is a condi-
17 tion precedent to COUNTY'S obligation to pay for services rendered a
18 PATIENT.
- 19 b. Designate a representative for administrative and program affairs.

20 2. MENTAL HEALTH'S SERVICE OBLIGATIONS:

- 21 a. Designate a representative or representatives for administrative and
22 program affairs.
- 23 b. Approve in advance admission of all PATIENTS for which PROVIDER will
24 seek reimbursement.

25 3. COUNTY'S DESIGNATED REPRESENTATIVES:

- 26 a. Responsibility for this agreement lies with MENTAL HEALTH's Program
27 Chief of Mental Health Services.
- 28 b. Program Chief may designate operational representatives from time

1 to time in writing to PROVIDER to perform specific tasks or liaison
2 functions.

3 4. ASSIGNMENT/SUB-CONTRACTING:

- 4 a. PROVIDER may not assign or sub-contract its responsibilities except
5 on the advance written authorization of COUNTY'S herein designated
6 representative.

7 5. RECORDS:

- 8 a. PROVIDER shall for four (4) years maintain records of all receipts
9 and expenditures, for whatever purposes received or expended, in
10 accordance with generally accepted accounting principles, separately
11 identifying revenues received and expenditures made pursuant to this
12 agreement.

Micro Fiched

- 13 b. PROVIDER shall make said records available for audit by COUNTY,
14 MENTAL HEALTH, or State Auditors upon the request of MENTAL HEALTH'S
15 representatives. Said request will provide at least one full work-
16 ing day's notice of the impending audit.

- 17 6. RELATIONSHIP OF PARTIES: It is specifically understood and agreed that
18 PROVIDER is an independent contractor and is not subject to the direction
19 and control of COUNTY except as to final result. PROVIDER shall be
20 solely liable and responsible to pay all required taxes and other
21 obligations, including, but not limited to, applicable withholding and
22 social security, PROVIDER agrees to indemnify and hold COUNTY harmless
23 from any liability which it may incur to the Federal or State Governments
24 as a result of this contract.

25 7. LIABILITY:

- 26 a. PROVIDER agrees to defend, indemnify and hold COUNTY harmless for any
27 and all claims, liability, or loss arising from PROVIDER's performance
28 under this agreement.

- 1 PROVIDER shall purchase and maintain for the duration of this agree-
2 ment, malpractice insurance in the amount of at least \$1,000,000/
3 \$1,000,000 and Public Liability Insurance in the amount of at least
4 \$100,000/\$100,000.
- 5 8. WORKING PROTOCOLS: Attached hereto as Exhibit "A" and incorporated herein
6 by reference thereto are working Protocols describing and governing the
7 working relationships of parties pursuant to this agreement. Said work-
8 ing protocols bind parties as if fully setout herein, but may be modified
9 without formal amendment of this agreement so long as said modifications
10 do not vary the provisions specifically setout herein, is in writing, and
11 represents a bilateral agreement of MENTAL HEALTH and PROVIDER. Said
12 working protocols shall include as a minimum provisions by which patient
13 admission approval is obtained from MENTAL HEALTH; the categories of
14 patients who may be treated hereunder; the specific detailed list of ser-
15 vices PROVIDER will render hereunder; the standards under which services
16 will be rendered; the utilization review process to be applied; and any
17 role MENTAL HEALTH is to play in review of PROVIDER'S treatment activities.
- 18 9. COMMUNITY SERVICES SYSTEM MANUAL: PROVIDER agrees to comply with all
19 applicable provisions contained in the Community Services System Manual,
20 incorporated herein by reference thereto as if fully setout herein. Micro Fiched
- 21 10. PAYMENT:
- 22 a. The maximum payments from COUNTY to PROVIDER for psychiatrist services
23 during the term of this agreement shall be a sum not to exceed ONE THOU-
24 SIXTY-EIGHT DOLLARS
25 SAND ONE HUNDRED/(\$1,168) as shown on Line 80 of attached Program
26 Budget (Exhibit "C"); or payment in accordance with the provisions
27 of c - g, below for services rendered from the beginning of the
28 term of this agreement through the termination date specified in the
notice of termination described in Agreement 13, below. Exhibit "C"

1 shall be the basis for limitations of any and all reimbursement
2 from COUNTY to PROVIDER for services provided. This budget includes
3 additional revenues that it is anticipated PROVIDER will receive
4 from other sources.

5 b. The maximum payments from COUNTY to PROVIDER for psychiatric hospital
6 services during the term of this agreement shall be a sum not to
7 exceed ELEVEN THOUSAND EIGHT/ HUNDRED FIFTEEN DOLLARS (\$11,815) as shown on Line 80 of
8 attached program budget (Exhibit "C"); or payment in accordance
9 with the provisions of 10 c - g, below, for services rendered from
10 the beginning of the term of this agreement through the termination
11 date specified in the notice of termination described in Agreement
12 13, below. Exhibit "C" shall be the basis for limitations of any
13 an all reimbursement from COUNTY to PROVIDER for services provided.
14 This budget includes additional revenues that it is anticipated PROV-
15 IDER will receive from other sources. Micro Fiched

16 c. The costs of rendering the herein described psychiatric hospital
17 services and payment of PROVIDERS prevailing rates for psychiatrist
18 services attached hereto as Exhibit "D" and incorporated herein by
19 reference thereto, shall be paid by COUNTY to PROVIDER monthly upon
20 submission of a claim, in form prescribed by COUNTY, to COUNTY,
21 designating services rendered during the preceeding month, claim
22 will be adjusted by MENTAL HEALTH to reflect any PATIENT not approved
23 by MENTAL HEALTH; amounts PROVIDER is determined entitled by MENTAL
24 HEALTH to charge to PATIENT under Short-Doyle eligibility standards,
25 patient's insurance; or grants-in-aid; and such amounts PROVIDER has
26 charged to PATIENTS, but remains uncollected after billing, six
27 months after the date services was rendered. Said claim must be
28 countersigned and approved by MENTAL HEALTH.

- 1 d. Payments to PROVIDER shall be reduced to the lower of actual cost
2 of the broadcast maximum upon the basis of a cost report submitted by
3 PROVIDER within 90 days of agreement at the end of the term of the
4 agreement.
- 5 e. Where a herein recited report or claim is due from PROVIDER within a
6 month, payment for that month is expressly conditioned on the accept-
7 ance by COUNTY'S herein designated representative of the PROVIDER'S
8 progress as consistent with this agreement.
- 9 f. Approval of this Agreement and of PROVIDER'S records as audited to be
10 accurate are conditions subsequent to COUNTY'S obligation to pay the
11 amount represented by an exception taken by the State. Micro Fiched
- 12 g. COUNTY'S excuse of any given condition precedent or subsequent in any
13 given circumstance, does not constitute a waiver of either that con-
14 dition subsequent or precedent or any other condition precedent or
15 subsequent as to future circumstances.
- 16 11. AMENDMENTS: Except as provided herein, the body of this agreement, to-
17 gether with any exhibits attached hereto, fully expresses all understand-
18 ings of the parties concerning all matters covered and shall constitute
19 the total agreement. Except as provided herein, no additions to, or
20 alterations of, the terms of this agreement, whether by written or verbal
21 understanding of the parties, their officers, agents or employees shall
22 be valid unless in the form of a written amendment to this agreement which
23 is formally approved and executed by the parties executing this agreement
24 or their successors in office.
- 25 12. NOTICE: Any notice to be given parties to this agreement may be given
26 personally or by depositing same postmarked and registered in the United
27 States mail, postage prepaid and addressed to PROVIDER or COUNTY'S herein
28 designated representatives, as applicable:

COUNTY:

Yolo County Mental Health Services
P.O. Box 1217
Woodland, California 95695

PROVIDER:

Sutter Community Hospitals
5275 F Street
Sacramento, California 95819

13. TERM:

- a. This agreement shall commence on July 1, 1979, and terminates on June 30, 1980, unless as otherwise provided herein in agreement 13 b - c below.
- b. This agreement may be terminated by either party upon thirty (30) days written notice to the other of such intent, except as provided herein in agreement 13 c below. Micro Flobed
- c. Should the funds granted the COUNTY in the 1979-80 fiscal year State or County final budget to cover the cost of the Mental Health Services be reduced by greater than 10% or COUNTY'S Mental Health Program be terminated by Local authorities, then the COUNTY may terminate this agreement by providing Notice of Termination specifying an effective date of termination no earlier than two (2) days following the postmark of the notice.
- d. Should either party give notice of cancellation both parties will exert their best efforts in good faith to find alternatives for PATIENTS still requiring services of the type PROVIDER renders.
- IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove setforth.

COUNTY OF YOLO, a political subdivision of the State of California

Bobby A. Morland
CHAIRMAN OF THE BOARD OF SUPERVISORS
7-3-79

1 ATTEST:

2 PETER McNAMARE, CLERK

3
4 BY Peter McNamara
5 DEPUTY

SUTTER COMMUNITY HOSPITALS

6
7 MENTAL HEALTH SERVICES

8 BY Wm. E. McArthur
9 Administrative Director, M.H.C.

10 BY W. E. McArthur
11 PROGRAM CHIEF

12 Micro Fished

13 APPROVED AS TO FORM

14 CHARLES R. MACK
15 COUNTY COUNSEL

16 BY Charles R. Mack
17 DEPUTY COUNTY COUNSEL

EXHIBIT "A"

WORKING PROTOCOLS

1. SERVICES TO BE PERFORMED: PROVIDER shall provide to those children through the age of seventeen still attending high school as are referred in writing, or by phone by MENTAL HEALTH.
2. PSYCHIATRIC HOSPITAL SERVICES:
 - a. The services provided by HOSPITAL shall consist of inpatient psychiatric unit at HOSPITAL which shall include inpatient service, partial hospitalization services such as day care, weekend care, and an emergency service twenty-four (24) hours per day, which services shall include the following:
 - 1) Room and meals
 - 2) Services of appropriate staff
 - 3) Medicines
 - 4) Routine laboratory services consisting of CBC, urinalysis, chest film, and serology, when indicated by treating physician
 - 5) Educational assessment and school program
 - 6) All other services needed for the proper and professional rendering of the psychiatric care provided pursuant to this agreement.

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 - b. The parties served shall consist of the following:
 - 1) Minor voluntary patients pursuant to parental, guardian, and/or Court authorization.
 - 2) Patients receiving the following services pursuant to the Lanterman-Petris-Short Act (Welfare & Institutions Code Sections 5000 through 5401; inclusive):
 - a) 72-hour evaluation and treatment
 - b) Detention for evaluation and treatment without Court Order (pending conservatorship)
 - c) Detention for evaluation and treatment with Court Order
 - d) 14-day intensive treatment
 - e) Additional 14-day intensive treatment for suicidal persons
 - f) 90-day Post Certification Treatment of imminently dangerous persons
 - c. All services provided shall satisfy the standards set forth in Title IX, Chapter 1, Subchapter 3, Article 10, of California Administrative Code and any amendments thereto promulgated while this agreement is in force.
3. PSYCHIATRIC SERVICES: PROVIDER agrees to provide during the terms of this agreement the psychiatric services described below to patients referred to PROVIDER Mental Health, in accordance with MENTAL HEALTH'S 'Children Services' inpatient, partial hospitalization, and outpatient elements of the Yolo County Short-Doyle Plan, all under the direction of and in accordance with HOSPITAL'S Utilization Review Procedure approved by the Program Chief of MENTAL HEALTH. The service shall be performed by licensed physicians and surgeons who are certified or eligible for certification in psychiatry to the American Board of Psychiatry and Neurology. The services provided hereunder shall include the following:
 - a. Consultation consisting of thorough preparation for and testimony at hearings in guardianship, conservatorship, or involuntary treatment proceedings arising out of psychiatric evaluation and treatment provided under this agreement.
 - b. Communication to the Program Chief of designed by PSYCHIATRISTS of their findings of any direct evaluation and treatment as soon as practically possible.

- c. Attendance, when requested by MENTAL HEALTH, at staff meetings, and completion of all patient forms, legal forms, and medical records with sufficient information to provide a clear and concise account of the diagnosis and treatment and provide such statistical and outcome evaluation reports as may be required by State Department of Mental Health to enable COUNTY to qualify for State funding of MENTAL HEALTH, and services rendered to implement the utilization review procedure approved by the Program Chief of MENTAL HEALTH.
- d. HOSPITAL shall provide case-center psychiatric consultation to employees of MENTAL HEALTH.

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EXHIBIT "C"

80 FISCAL YEAR
 57 COUNTY OF Yolo
 DATE 6/19/79

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PROGRAM BUDGET

CONTRACTOR: Sutter Hospital

PROVIDER NO: 5704

SEE REVERSE SIDE

ITEMS	SERVICE CENTER	Inpatient	Outpatient																TOTAL	
	COST CENTER	00	00																	
1 SALARIES & EMP. BENEFIT																				
2 OPERATING EXPENSES																				
3 EQUIPMENT																				
4 REPAIRS																				
5 CONTRACTS		22,587	500																23,087	
6 GROSS COST		22,587	500																23,087	
7 SAVINGS		X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X		
8 NET GROSS COST		22,587	500																23,087	
9 DIST. OF ADMIN. SUPPORT & RESEARCH & EVALUATION																				
10 ADJUSTED GROSS COST		22,587	500																23,087	
11 REVENUES																				
12 GRANTS																				
13 PATIENT FEES		5,904																	5,904	
14 MEDICAL INSURANCE		5,368																	5,368	
15 MEDICAL - FEDERAL																				
16 MEDICAL - NON-FEDERAL																				
17 MEDICAL - MEDICARE																				
18 MEDICAL - MEDICAID																				
19 MEDICAL - OTHER																				
20 MEDICAL - TOTAL		11,272		X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	11,272	
21 MEDICAL - TOTAL		11,915	500																11,915	
22 MEDICAL - TOTAL		132	9																141	
23 COST PER UNIT OF SERVICE																				
24 COST PER UNIT OF SERVICE		170.50	55.00																163.74	

APPROVED BY Captane P. Thomson, M.D.

EXHIBIT "D"

<u>SERVICE</u>	<u>RATE</u>	
1. Outpatient Psychiatric Clinic		
a. Individual Therapy	\$50.00 per hour	
b. Group Therapy	25.00 per hour	
c. Social Work Evaluation	50.00 per hour	
2. Psychiatric Inpatient Service	177.00 per day regular care	
3. Psychiatric Partial Hospital Service	297.00 per day intensive care	
a. Full Day	70.00 per day + ancillary cost	
b. Half Day (Less than 4 hours)	35.00 per day + Ancillary Cost	
4. Case-centered Psychiatric Consultation	42.00 per day	
5. Inpatient Psychiatric Services		Micro Fiched
a. Initial Psychiatric Evaluation:		
1) without physical	80.00	
2) with physical	90.00	
b. Daily Patient Visits:		
1) 15 minutes	15.00	
2) 30 minutes	30.00	
3) per hour	60.00	
6. Testimony at Conservatorship Hearings	Prevailing rates in jurisdiction (\$150/half and \$300/full day)	

FILED

91 - 1979

By *Andrew Kellogg*
- COUNTY

AGREEMENT NO. 79-254

(Agreement for Transportation Services)

3 THIS AGREEMENT, made and entered into this 26th day of
4 June, 1979, by and between the County of Yolo, a political
5 subdivision of the State of California, hereinafter referred to as COUNTY,
6 and Sacramento Ambulance Service, Incorporated, doing business as Sacramento
7 Ambulance Service, Inc., hereinafter referred to as CONTRACTOR.

8 WITNESSETH:

9 RECITALS:

- 10 1. COUNTY desires to provide transportation services for certain patients
11 of its Mental Health Services, hereinafter referred to as MENTAL HEALTH.
12 2. CONTRACTOR is licensed to operate ambulance service in this State and
13 meets or exceeds all operational, certification, licensing, equipment,
14 and personnel requirements of the California Vehicle Code and Article 1
15 of Subchapter 5 of Title 13 of the California Administrative Code. Micro Fiche

16 AGREEMENTS: COUNTY, in consideration of CONTRACTOR'S promises contained in here-
17 inafter recited agreements, and CONTRACTOR, in consideration of COUNTY'S promises
18 contained in hereinafter recited agreements, agree:

- 19 1. Description of Service: The services to be performed by CONTRACTOR
20 shall include the following:
21 a. Transportation of MENTAL HEALTH'S patients upon the oral or written
22 request of DIRECTOR OF MENTAL HEALTH in accordance with the des-
23 cription of services contained in Exhibit "A" attached hereto and
24 incorporated herein by reference thereto.
25 b. Maintenance of a current record of each call for which an ambulance
26 of CONTRACTOR is requested. Such record shall be maintained for a
27 period of not less than four (4) years, and shall be available at
28 all reasonable times for review by authorized representatives of

COUNTY. Such record shall include:

- 1) Date, time and location of call and identity of person receiving same for CONTRACTOR.
- 2) Identity of person requesting the service.
- 3) Identification of each ambulance driver and attendant dispatched.
- 4) If an ambulance is not dispatched as requested, the reason therefore.

2. PAYMENT:

- a. CONTRACTOR shall be paid in accordance with bid, attached hereto as Exhibit "A" and incorporated herein by reference thereto.
- b. Said payment shall be made by COUNTY to CONTRACTOR monthly upon submission of a claim to COUNTY countersigned and approved by the DIRECTOR OF MENTAL HEALTH setting forth in detail a description of the services rendered.

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3. RELATIONSHIP OF PARTIES: It is specifically understood and agreed that CONTRACTOR is an independent contractor and is not subject to the direction and control of COUNTY except as to final result. CONTRACTOR shall be solely responsible and liable to pay all required taxes and other social security; CONTRACTOR agrees to indemnify and hold COUNTY harmless from any liability which it may incur to the Federal or State Governments as a result of this contract.

4. LIABILITY:

- a. CONTRACTOR agrees to defend, indemnify and hold COUNTY harmless for any and all claims, liability, or loss arising from CONTRACTOR'S performance under this agreement.
- b. CONTRACTOR shall purchase and maintain for the duration of this agreement, Public Liability Insurance in the amount of \$100,000/\$100,000 specifically naming COUNTY as an insured party thereto for all purposes.

1 5. AMENDMENTS: The body of this Agreement, together with Exhibits attached
2 hereto, fully expresses all understandings of the parties concerning all
3 matters covered and shall constitute the total Agreement. No addition to,
4 or alterations of, the terms of this agreement, whether by written or
5 verbal understanding of the parties, their officers, agents or employees,
6 shall be valid unless made in the form of a written amendment to this
7 agreement or their successors in office.

8 6. TERM: This agreement shall commence on July 1, 1979, and shall terminate
9 on June 30, 1980. This agreement may be terminated by either party upon
10 thirty (30) days written notice to the other of such intention.

11 IN WITNESS WHEREOF, the parties hereto have executed this agreement
12 as of the day and year hereinabove setforth.

Micro Fiched

COUNTY OF YOLO, a political sub-
division of the State of California

15 BY B. G. Marchand
16 CHAIRMAN OF THE BOARD OF SUPERVISORS
17 7-3-79

17 ATTEST

18 PETER McNAMEE, CLERK

20 BY Peter McNamee
21 Deputy

22 MENTAL HEALTH SERVICES

24 BY W. J. Thomson

25 APPROVED AS TO FORM

26 CHARLES R. MACK
27 COUNTY COUNSEL

28 BY Elizabeth A. Holtz
DEPUTY COUNTY COUNSEL

22 Chas. C. White
23 AMBULANCE SERVICE

EXHIBIT "A"

LIST OF SERVICES AND BID

<u>SERVICES</u>	<u>BID</u>
1. Ambulance with two Emergency Medical Tech's (E.M.T.)	Base Rate: \$42.50 Per Run Mileage: 1.75 Per Mile Dry Runs: 25.00 Plus \$1.00 per mile over 5 miles 2nd Patient: 20.00 + 50¢ per mile Night Calls: 5.00 (7PM-7AM) Standby: WAITING 6.50 each 15 minutes Meeting Boats/ Planes/Trains etc. 5.00 Emergency Code 3 - 5.00 per patient
2. Lockable Van from the inside with one E.M.T.	Base Rate: \$15.00 Mileage: .50 per mile round trip Standby: 6.00 per Hour per Attendant Dry Run: 15.00 + .50 per mile
3. Additional Attendants	\$6.00 per Hour Per Attendant
4. Alternative Transportation	\$7.50 per Hour Per Attendant Plus Cost of Fare.

CALLER DETERMINES MODE OF SERVICE

CRITERIA FOR DETERMINING MODE:

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Van will be used unless:

1. patient must be recumbent
2. patient is seriously physically ill
3. patient must be restrained
4. It is less expensive to use another mode

FILED

JUL 31 1979

PETER J. AMERSON
by *R. J. [Signature]*

AGREEMENT NO. 79-255

2 DEPUTY (Agreement to provide certain Crisis Services)

3 THIS AGREEMENT, made and entered into this 26th day
4 of June, 1979, by and between the COUNTY of YOLO, a political sub-
5 division of the State of California, hereinafter called COUNTY, and SUICIDE
6 PREVENTION of YOLO COUNTY, a non-profit association, hereinafter called
7 PROVIDER.

8 W I T N E S S E T H:

9 RECITALS:

- 10 1. COUNTY receives Short Doyle and Bates Act funds from the State Department
11 of Mental Health Services to operate Community Mental Health Programs,
12 including an augmented community residential treatment system. Micro Fiched
13 2. COUNTY carries out the responsibilities which accompany the funds through
14 its Health Services Agency, Mental Health Department, hereinafter re-
15 ferred to as MENTAL HEALTH, in accordance with its State required "County
16 Plan" and the provisions of the Bates Act requirements for funding and
17 application for funding.
18 3. The above requires MENTAL HEALTH to offer certain specific crisis services
19 for residents of Yolo County needing such services, hereinafter referred
20 to as CLIENTS.
21 4. MENTAL HEALTH's ability to itself offer such services is limited.
22 5. PROVIDER represents it can provide such services.
23 6. COUNTY and PROVIDER, therefore, wish to enter into an agreement for the
24 provision of certain crisis services under the terms and conditions
25 setforth in this agreement. PROVIDER acknowledges that COUNTY enters into
26 this agreement because of the hereinabove recitations, and would not
27 have done so were PROVIDER unable to do so represent.

28 ///

1 COUNTY COUNTY, in consideration of PROVIDER'S promises contained in here-
2 inafter recited agreements, and PROVIDER, in consideration of COUNTY'S promises
3 contained in hereinafter recited agreements, agree:

4 1. PROVIDER'S SERVICE OBLIGATIONS:

- 5 a. In accordance with the Working Protocols, attached hereto as Exhibit
6 "A" and incorporated herein by reference thereto; the Action Plan,
7 attached hereto as Exhibit "B" and incorporated herein by reference
8 thereto; and all applicable Bates Act and Community Services System
9 Manual requirements, incorporated herein by reference thereto as if
10 fully set out, provide to CLIENTS Crisis Services emphasizing suicide
11 prevention and crisis intervention. MENTAL HEALTH advance approval
12 is required for admission of the family of a chronic CLIENT to counsel-
13 ing and is a condition precedent to COUNTY'S obligation to pay for
14 services rendered a CLIENT'S family. Micro Fiched

- 15 b. Designate a representative or representatives for administrative and
16 program affairs.

17 2. MENTAL HEALTH'S SERVICE OBLIGATION:

- 18 a. Designate representative or representatives for administrative and
19 program affairs.
20 b. Approve in advance admission of all CLIENTS for which PROVIDER will
21 seek reimbursement.

22 3. COUNTY'S DESIGNATED REPRESENTATIVES:

- 23 a. Responsibility for this Agreement lies with MENTAL HEALTH'S Program
24 Chief of Mental Health Services.
25 b. Program Chief may designate operational representatives from time
26 to time in writing to PROVIDER to perform specific tasks or liaison
27 functions.

28 ///

1 4. ASSIGNMENT OF RESPONSIBILITIES:

- 2 a. PROVIDER may not assign or sub-contract his responsibilities except
3 by the advance written authorization of COUNTY'S herein designated
4 representatives.
5 b. COUNTY may assign this agreement to Yolo Community Care Continuum.
6 If, should COUNTY conclude negotiations with that organization
7 to operate the Community Residential Treatment System.

8 5. RECORDS:

- 9 a. PROVIDER shall for four (4) years maintain records of all receipts
10 and expenditures, for whatever purposes received or expended, in
11 accordance with generally accepted accounting principles, separately
12 identifying revenues received and expenditures made pursuant to this
13 agreement.
14 b. PROVIDER shall make said records available for audit by COUNTY,
15 MENTAL HEALTH or STATE auditors upon the request of MENTAL HEALTH'S
16 representatives. Said request will provide at least one full working
17 day's notice of the impending audit.

- 18 6. RELATIONSHIP OF PARTIES: It is specifically understood and agreed that
19 PROVIDER is an independent contractor and is not subject to the direction
20 and control of COUNTY except as to final result. PROVIDER shall be
21 solely liable and responsible to pay all required taxes and other
22 obligations, including, but not limited to, applicable withholding and
23 social security. PROVIDER agrees to indemnify and hold COUNTY harmless
24 from any liability which it may incur to the Federal or State Governments
25 as a result of this contract.

26 7. LIABILITY:

- 27 a. PROVIDER agrees to defend, indemnify and hold COUNTY harmless for any
28 and all claims, liability, or loss arising from PROVIDER'S performance

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1 under this agreement.

2 b. Provider shall purchase and maintain for the duration of this agree-
3 ment, Public Liability Insurance in the amount of at least \$100,000/
4 \$100,000 specifically naming COUNTY as an insured party thereto for
5 all purposes.

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6 8. WORKING PROTOCOLS: Attached hereto as Exhibit "A" and incorporated herein
7 by reference thereto are Working Protocols describing and governing the
8 working relationships of parties pursuant to this Agreement. Said working
9 protocols bind parties as if fully setout herein, but may be modified with-
10 out formal amendment of this agreement so long as said modification does
11 not vary the provisions specifically setout herein, is in writing, and re-
12 presents a bilateral agreement of MENTAL HEALTH and PROVIDER. Said Working
13 Protocols shall include as a minimum provisions by which CLIENT family
14 admission to counseling approval is obtained from MENTAL HEALTH; the
15 selection screening process; and any role MENTAL HEALTH is to play in re-
16 view of PROVIDER'S treatment activities.

17 9. ACTION PLAN: Attached hereto as Exhibit "B" and incorporated herein by
18 reference thereto is PROVIDER'S Action Plan for providing the services
19 which are the subject of this agreement. Said Action Plan binds parties
20 as if fully setout herein, but may be modified without formal amendment of
21 this Agreement, so long as said modification does not vary the provisions
22 specifically setout herein and advanced written notice thereof is given
23 MENTAL HEALTH. Said Action Plan shall include as a minimum provisions that
24 PROVIDER shall provide a professionally coordinated 24 hour per day crisis
25 telephone answering service staffed by trained listeners to provide crisis
26 intervention; shall provide VOLUNTEER training in suicide prevention and
27 crisis intervention; shall provide Public Information Services as specified
28 in the Action Plan on suicide, its prevention, and crisis intervention;

1 shall provide counseling to the families of the chronically mentally ill;
2 and that all services will be offered on a county-wide basis.

3 10. COMMUNITY SERVICES SYSTEM MANUAL: PROVIDER agrees to comply with all ap-
4 plicable provisions contained in the Community Services System Manual,
5 incorporated herein by reference thereto as if fully set out herein.

6 11. PAYMENT:

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- 7 a. The maximum payments from COUNTY to PROVIDER during the term of this
8 Agreement shall be a sum not to exceed SEVEN THOUSAND SIX HUNDRED and
9 NINETY-FIVE (\$7,695) as shown on Line 80 of attached program budget
10 (Exhibit "C"); or payment in accordance with the provisions of 11b -
11 d below for services rendered from the beginning of the term of this
12 agreement through the termination date specified in the notice of ter-
13 mination described in Agreement 14, below. Exhibit "C" shall be the
14 basis for and limitations of any and all reimbursement from COUNTY to
15 PROVIDER for services provided. This budget includes additional
16 revenues that is anticipated PROVIDER will receive from other sources.
- 17 b. Payment of costs shall be made by COUNTY to PROVIDER monthly
18 upon submission of a claim, in form prescribed by COUNTY, to COUNTY,
19 designating services rendered and PROVIDER costs during the preceeding
20 month. Claim will be adjusted proportionately downward by MENTAL
21 HEALTH to reflect any CLIENTS not approved by MENTAL HEALTH.
- 22 c. Payments to PROVIDER shall be adjusted to the lower of actual cost or
23 the contract maximum upon the basis of a cost report submitted by PRO-
24 VIDER within 90 days of agreement at the end of the term of the Agree-
25 ment.
- 26 d. Where a herein recited report or claim is due from PROVIDER within a
27 month, payment for that month is expressly conditioned on the accept-
28 ance by COUNTY'S herein designated representative of the PROVIDER'S

progress stipulated with this agreement.

e. Approval of this Agreement and of PROVIDER'S records as audited to be accurate are conditions subsequent to COUNTY'S obligation to pay the amount represented by any exception taken by the State.

f. COUNTY'S excuse of any given condition precedent or subsequent in any given circumstance does not constitute a waiver of either that condition subsequent or precedent or any other condition precedent or subsequent as to future circumstances.

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12. AMENDMENTS: Except as provided herein, the body of this agreement, together with any exhibits attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total agreement. Except as provided herein, no additions to, or alterations of, the terms of this agreement, whether by written or verbal understanding of the parties, their officers, agents, or employees shall be valid unless in the form of a written amendment to this agreement which is formally approved and executed by the parties executing this agreement or their successors in office.

13. NOTICE: Any notice to be given parties to this agreement may be given personally or by depositing same postmarked and registered in the United States mail, postage prepaid and addressed to PROVIDER or COUNTY'S herein designated representatives, as applicable, at the last known address of each.

14. TERM:

- a. This Agreement shall commence on July 1, 1979, and terminate on June 30, 1980, unless as otherwise provided herein in Agreement 14 b and c below.
- b. This agreement may be terminated by either party upon thirty (30) days written notice to the other of such intent, except as provided herein

in agreement 14 a below.

c. Should the funds allotted the COUNTY in the 1979-80 fiscal year State or County final budget to cover the cost of the Mental Health Services be reduced by greater than 10% or COUNTY Mental Health Program be terminated by Local authorities, then the COUNTY may terminate this agreement by providing Notice of Termination specifying an effective date of termination no earlier than two (2) days following the postmark of the notice.

d. Should PROVIDER terminate prior to the end of a month PROVIDER will return to COUNTY an amount equal to the monthly amount times the proportion of days remaining in the month to the total days of the month for which payment was advanced.

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e. Should either party give notice of cancellation both parties will exert their best efforts in good faith to find alternatives for CLIENTS still requiring services of the type PROVIDER renders.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove setforth.

COUNTY OF YOLO, a political subdivision
of the State of California

Baker G. Marshland
CHAIRMAN OF THE BOARD OF SUPERVISORS
6/3/79

SUICIDE PREVENTION OF YOLO COUNTY

BY Patricia P. Allen

ATTEST:

PETER McNAMEE, CLERK

BY Rubie McNamee
DEPUTY

MENTAL HEALTH SERVICES

BY Q. J. Thomson
PROGRAM CHIEF

APPROVED AS TO FORM

CHARLES R. MACK
COUNTY COUNSEL

BY Elizabeth A. Holtz
DEPUTY COUNTY COUNSEL

EXHIBIT "B"

WORKING PROTOCOLS

1. Approval of client admission to counseling will be obtained by contacting the MENTAL HEALTH Program Coordinator for Adult Programs who will confirm this approval in writing.
2. Selection of Working Paper 2: Referral from COUNTY'S MENTAL HEALTH Department.
3. MENTAL HEALTH'S review of Suicide Prevention's Treatment Process will be subsumed under the Betsy set grant case management process and through MENTAL HEALTH Program Coordinator for Adult Programs.
4. Program Chief of MENTAL HEALTH will approve the choice for professional director.
5. Records referred to in the provisions of the agreement are financial and statistical records only. All parties agree that the references to records do not include confidential client information.

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EXHIBIT "B"

ACTION PLAN

CONTRACTOR shall maintain a 24-hour answering service staffed by trained individuals who provide help and offer useful alternatives for anyone tempted to suicide or suffering from feelings of despair, loneliness, alienation, or anxiety.

CONTRACTOR shall also provide a ready contact between the highly disturbed citizens of Yolo County communities and the established helping agencies which are available to them.

Such services shall include, but not be limited to the following:

1. TELEPHONE SERVICE

- a. Providing professionally coordinated telephone service 24-hours per day, 365 days per year utilizing an answering service.

2. VOLUNTEER TRAINING

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- a. Annual 8-week series on suicide prevention and crisis intervention, with the help of community medical and mental health professionals.

- b. Ongoing training during monthly meetings.

3. PUBLIC INFORMATION SERVICES

- a. Annual Public information series on suicide prevention and crisis intervention (coordinated with volunteer training).
- b. Informational material dispensed through local newspapers and radio.
- c. Speakers supplied to interested community, church, and service groups.
- d. Periodic advertising through local media.
- e. Posters supplied to dorms and off-campus housing groups.

4. Counselling to families of the chronically mentally ill.

EXHIBIT "C"

PROGRAM BUDGET

Micro Filled

80 FISCAL YEAR
 57 COUNTY OF Yolo
 DATE 6-19-79

CONTRACTOR: Suicide Prevention

PROVIDER NO: 5713

SEE REVERSE SIDE

DIVISION		Community											TOTAL
TITLE		Services											
ITEMS	COST CENTER	00											
SALARIES & EMP. BENEFIT													
TRAVEL EXPENSES													
RENT													
TELEPHONES													
FUEL													
OFFICE SUPPLIES												7,625	
POSTAGE												7,625	
CITY OF - GROSS COST												7,625	
CITY OF - ADMIN. SUPPORT &													
CITY OF - UTILITIES													
CITY OF - GROSS COST												7,625	
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JUL -13 1979

WETTERING, Clerk

By Stewart Teal

AGREEMENT NO. 79-256

(Agreement for providing Certain Consultative Services)

THIS AGREEMENT, made and entered into this 26th day of June, 1979, by and between the County of Yolo, a political subdivision of the State of California, hereinafter referred to as COUNTY, and Stewart Teal M.D., hereinafter referred to as CONSULTANT.

W I T N E S S E T H :

Recitals:

1. COUNTY has employed a new psychiatrist who, while well qualified generally, is inexperienced in the field of child psychiatry.
2. COUNTY is desirous of obtaining consultation, for the newly employed psychiatrist, from a qualified child psychiatrist.
3. CONSULTANT is a well qualified child psychiatrist.

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AGREEMENTS: COUNTY, in consideration of CONSULTANT'S promises contained in hereinafter recited agreements, and CONSULTANT, in consideration of COUNTY'S promises, contained in hereinafter recited agreements, agree:

1. CONSULTANT'S SERVICE OBLIGATIONS: Provide consultative and clinical supervision relative to child psychiatry one hour per week to John Hudnall, M.D.
2. PAYMENT: COUNTY shall pay CONSULTANT for services rendered hereunder the sum of \$50 (\$50) per hour to maximum of ONE THOUSAND TWO HUNDRED DOLLARS (\$1,200) as compensation for services rendered. Said payment shall be made by COUNTY to CONSULTANT upon his submission of a monthly claim to COUNTY. Said claim shall be countersigned and approved by the Director of COUNTY'S Mental Health Department.
3. RELATIONSHIP OF PARTIES: It is specifically understood and agreed that CONSULTANT is an independent contractor and is not subject to the direction and control of COUNTY except as to final result. PROVIDER shall be

APPROVED AS TO FORM

CLERK OF THE COUNTY OF YOLO

CLERK OF THE COUNTY OF YOLO

Elizabeth A. Hall
CLERK OF THE COUNTY OF YOLO

1 safely liable and responsible to pay all required taxes and other obligations,
2 including, but not limited to applicable withholding and social security.
3 PROVIDER agrees to indemnify and hold COUNTY harmless from any liability
4 which it may incur to the Federal or State governments as a result of
5 this contract.

6 4. LIABILITY: CONSULTANT agrees to defend, indemnify and hold COUNTY harmless
7 from any and all claims, liability or loss arising from CONSULTANT's per-
8 formance under this Agreement. Micro Fished

9 5. AMENDMENTS: The body of this agreement, together with any exhibits
10 attached hereto, fully expresses all understandings of the parties concern-
11 ing all matters covered and shall constitute the total agreement. No
12 addition to, or alteration of, the terms of this agreement whether by
13 written or verbal understanding of the parties, their officers, agents, or
14 employees shall be valid unless made in the form of a written amendment to
15 this agreement which is formally approved and executed by the parties
16 executing this agreement or their successors in office.

17 6. TERM: The term of this agreement shall commence July 1, 1979, and shall
18 terminate June 30, 1980, unless sooner terminated by either party on
19 thirty (30) days written notice to the other of such intent.

20 IN WITNESS WHEREOF, the parties hereto have executed this agreement as
21 of the day and year hereinabove setforth.

COUNTY OF YOLO, a political subdivision
of the State of California

Betsy G. Marshland
CHAIRMAN OF THE BOARD OF SUPERVISORS
7-3-79

ATTEST:

PETER McNAMEE, CLERK

BY *Peter McNamee*
DEPUTY

(SEAL)

W. J. Thompson
PROGRAM CHIEF

Stewart Teal
Stewart Teal, M.D.

OK
AGREEMENT NO. 79-257

(Agreement to Provide Services as Consulting Dietitian for the Yolo County Juvenile Hall)

FILED
JUL - 3 1979
BY PETER MCANAMAL, CLERK
YOLCO

THIS AGREEMENT made and entered into this 26th day of June, 1979, at Woodland, California, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY, and CONSTANCE HIRSHARD, hereinafter called DIETITIAN.

W I T N E S S E T H :

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- I. In consideration of the covenants of COUNTY herein, DIETITIAN agrees during the term of this Agreement to perform the following services in accordance with the minimum standards for Juvenile Halls adopted by the California Youth Authority on September 5, 1970:
 - A. To review proposed monthly menus as supplied to the Juvenile Hall by the Sheriff's Department;
 - B. To analyze menus as to their meeting of basic nutritional requirements and to make recommendations in accordance with her observations of menus as to inadequacies;
 - C. To make at least monthly unannounced inspections of food at its place of service in the Juvenile Hall.
- II. In consideration of the covenants of DIETITIAN herein, COUNTY agrees to pay DIETITIAN the sum of FIFTY (\$50) DOLLARS per month on presentation of a claim therefor.
- III. IT IS MUTUALLY AGREED AS FOLLOWS:
 - A. In the performance of the work, duties and obligations devolving upon her under this Agreement, DIETITIAN is at all times acting and performing as an independent contractor practicing her profession as consulting dietitian. COUNTY shall not have nor exercise any

control or direction over the methods by which DIETITIAN shall perform her work and functions except as specified elsewhere in this Agreement and except that DIETITIAN does by this Agreement agree to perform her work and functions at all times in strict accordance with currently approved methods and practices in her profession and that the sole interest of COUNTY is to assure that said work and functions shall be performed and rendered in a competent and efficient and satisfactory manner.

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- B. The term of this Agreement shall commence on July 1, 1979 and shall terminate on June 30, 1980; provided, however, this Agreement may be terminated by either party hereto by a 30-day written notice or intention to terminate said Agreement.
- C. DIETITIAN represents that she is registered with the American Dietetic Association and agrees to maintain such registration during the term of this Agreement.
- D. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understandings or agreements not incorporated herein and no alterations or variations of the terms hereof unless so made shall be binding on the parties.
- E. This Agreement supersedes all prior Agreements between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above set forth.

COUNTY OF YOLO, a political subdivision
of the State of California

BY B. A. McMichael
CHAIRMAN OF THE BOARD OF SUPERVISORS
7-3-79

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Constance Hibbard

CONSTANCE HIBBARD

Witness

YOLO COUNTY AGREEMENT NO. 79-258

Book

Amendments to the Targeted Jobs Tax Credit
Non-Financial Cooperative Agreement

On this 10th day of June, 1979,
the State of California, Employment Development Department (herein-
after "EDD") and County of Yolo
do hereby modify the Targeted Jobs Tax Credit Non-Financial
Cooperative Agreement both signed previously.

Section 2(c) of the Subagent obligations is changed
to read as follows:

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"Issue Targeted Jobs Tax Credit Vouchers (hereinafter
"Voucher") to eligible individuals to expire on the
last day of the month in which it was issued, or
less, if it appears from the ACP that the individual
would become ineligible prior to the end of that month."

Approved for EDD

Name Northern Region EDD

Address 7001 E. Parkway

Sacramento, California

95823

Phone (916) 322-6490

By David Nadelle

David Nadelle

Name Typed

Administrator, Northern Region

Title

Date 6/11/79

Approved for Subagent

Name County of Yolo

Address P.O. Box 1078

Woodland, California

95695

Phone (916) 666-8407

By Betsy A. Marchand

Betsy A. Marchand

Name Typed

Chairman, Yolo County
Board of Supervisors

Title

Date JUN 26 1979

FILED

JUL 12 1979

PETER McNAMEE, Clerk

By Peter McNamee

Deputy

FILED

JUL - 31 1979

PETER McNAMÉE, Clerk
By *[Signature]*
DEPUTY

AGREEMENT NO. 79-259

(Agreement for a Community Residential Treatment
System Center Consultant)

THIS AGREEMENT, made and entered into this 26th day
of June, 1979, by and between the COUNTY OF YOLO, a political sub-
division of the State of California, hereinafter called COUNTY, and MARIN PARENTS
FOR MENTAL RECOVERY, INC., a private non-profit corporation, hereinafter
called PROVIDER.

W I T N E S S E T H:

Micro Fiched

RECITALS:

1. COUNTY receives funds from the State Department of Mental Health to plan
and operate a Community Residential Treatment System.
2. COUNTY carries out the responsibilities which accompany the funds through
its Health Services Agency, Mental Health Department, hereinafter
referred to as MENTAL HEALTH, in accordance with its State required
"County Plan."
3. PROVIDER'S employee, Murray Levine, was integral to the development of
Marin Lodge, residential treatment facility, conceptual forerunner to a
portion of the contemplated Community Residential Treatment System.
4. COUNTY and PROVIDER, therefore, wish to enter into an agreement for the
consultative services of Murray Levine.

AGREEMENTS: COUNTY, in consideration of PROVIDER'S promises contained in
hereinafter recited agreements, and PROVIDER, in consideration of COUNTY'S
promises contained in hereinafter recited agreements, agree:

1. PROVIDER'S SERVICE OBLIGATIONS: Make Murray Levine/^{and staff}available to provide,
upon reasonable notice from Mental Health Services, advice and assistance

1 in the development of the contemplated Community Residential
2 Treatment System. Said advice and / assistance will include, but not be limited
3 to, licensure requirements, medical revenues, staffing, food costs and
4 preparation, management and administration of medications, activity programs,
5 group psychotherapy, linkage and cooperation between elements of the pro-
6 posed system, therapeutic restaurant operations, equipment requirements,
7 menu planning, and recruitment of permanent Executive Director.

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8 2. MENTAL HEALTH'S SERVICE OBLIGATIONS:

- 9 a. Designate representative or representatives for administrative and
10 program affairs.
11 b. Provide access to information needed by PROVIDER to accomplish his
12 task.
13 c. Provide reasonable notice when consultation is desired.

14 3. COUNTY'S DESIGNATED REPRESENTATIVES:

- 15 a. Responsibility for this Agreement lies with MENTAL HEALTH'S Program
16 Chief of Mental Health Services.
17 b. Program Chief may designate operational representatives from time
18 to time in writing to PROVIDER to perform specific tasks or liaison
19 functions.

20 4. ASSIGNMENT/SUB-CONTRACTING:

- 21 a. PROVIDER may not assign or sub-contract its responsibilities except
22 on the advance written authorization of COUNTY'S herein designated
23 representative.

24 5. RECORDS:

- 25 a. PROVIDER shall for four (4) years maintain records of all receipts
26 and expenditures, for whatever purposes received or expended, in

1 accordance with generally accepted accounting principles, separately
2 identifying revenues received and expenditures made pursuant to this
3 Agreement.

4 b. PROVIDER shall make said records available for audit by COUNTY, MENTAL
5 HEALTH or State auditors upon the request of MENTAL HEALTH'S represen-
6 tatives. Said request will provide at least one full working day's
7 notice of the impending audit.

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8 6. RELATIONSHIP OF PARTIES: It is specifically understood and agreed that
9 PROVIDER is an independent contractor and is not subject to the direction
10 and control of COUNTY except as to final result. PROVIDER shall be solely
11 liable and responsible to pay all required taxes and other obligations,
12 including, but not limited to, applicable withholding and Social Security.
13 PROVIDER agrees to indemnify and hold COUNTY harmless from any liability
14 which it may incur to the Federal or State governments as a result of
15 this contract.

16 7. LIABILITY:

17 a. PROVIDER agrees to defend, indemnify and hold COUNTY harmless for any
18 and all claims, liability, or loss arising from PROVIDER'S performance
19 under this Agreement.

20 b. PROVIDER shall purchase and maintain for the duration of this Agreement
21 Public Liability Insurance in the amount of at least \$100,000/\$100,000
22 specifically naming COUNTY as an insured party thereto for all purposes.

23 8. COMMUNITY SERVICES SYSTEM MANUAL: PROVIDER agrees to comply with all
24 applicable provisions contained in the Community Services System Manual,
25 incorporated herein by reference thereto as if fully set out herein.

26 // // // // // //

1 B. PAYMENT:

- 2 a. The maximum payments from COUNTY to PROVIDER during the term of this
3 Agreement shall be a sum not to exceed \$10,000 (TEN THOUSAND
4 DOLLARS). for Murray Levine, \$100 per day for
other staff, plus expenses
- 5 b. Payment at the rate of \$30 per hour/shall be made by COUNTY to
6 PROVIDER monthly upon submission of a claim, in form prescribed by
7 COUNTY, to COUNTY, designating services rendered during the preceding
8 month.
- 9 c. Where a herein recited report or claim is due from PROVIDER within a
10 month, payment for that month is expressly conditioned on the accep-
11 tance by COUNTY'S herein designated representative of the PROVIDER'S
12 progress on schedule.
- 13 d. Approval of this Agreement and of PROVIDER'S records as audited to be
14 accurate are conditions subsequent to COUNTY'S obligation to pay the
15 amount represented by any exception taken by the State.
- 16 e. COUNTY'S excuse of any given condition precedent or subsequent in any
17 given circumstance does not constitute a waiver of either that condi-
18 tion subsequent or precedent or any other condition precedent or
19 subsequent as to future circumstances.

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- 20 10. AMENDMENTS: Except as provided herein, the body of this Agreement, together
21 with any exhibits attached hereto, fully expresses all understandings of
22 the parties concerning all matters covered and shall constitute the total
23 Agreement. Except as provided herein, no additions to, or alterations of,
24 the terms of this agreement, whether by written or verbal understanding
25 of the parties, their officers, agents, or employees shall be valid unless
26 in the form of a written amendment to this Agreement which is formally

1 approved and executed by the parties executing this Agreement or their
2 successors in office.

3 11. NOTICE: Any notice to be given parties to this Agreement may be given
4 personally or by depositing same postmarked and registered in the United
5 States mail, postage prepaid and addressed to PROVIDER or COUNTY'S herein
6 designated representatives, as applicable, at the last known address
7 of either.

8 12. TERM:

Micro Fiches

9 a. This Agreement shall commence on July 1, 1979, and terminate on
10 September 30, 1980 unless as otherwise provided herein in Agreement
11 12 b, below.

12 b. This agreement may be terminated by either party upon thirty (30)
13 days' written notice to the other of such intent.

14 IN WITNESS WHEREOF, the parties hereto have executed this
15 Agreement as of the day and year hereinabove set forth.

16 COUNTY OF YOLO, a political subdivision
17 of the State of California

18 BY Beryl H. Moreland
19 CHAIRMAN OF THE BOARD OF SUPERVISORS
20 7-3-79

21 MARIN PARENTS FOR MENTAL RECOVERY INC.

22 BY Linda Carlson, Sec

23 ATTEST:

24 PETER McNAMEE, CLERK

25
26 BY Felicie Mapthana
Deputy

1 MENTAL HEALTH DEPARTMENT

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4 BY C. R. Lawson

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APPROVED AS TO FORM
CHARLES R. MACK
COUNTY CLERK

BY Orville A. Holtz
COUNTY COUNSEL

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YOLO COUNTY AGREEMENT
NO. 79-260

☐ CONTRACTOR
☐ STATE AGENCY
☐ DEPT. OF GEN. SER.
☐ CONTROLLER

THIS AGREEMENT, made and entered into this 6th day of June, 19 79,
in the State of California, by and between State of California, through its duly elected or appointed,
qualified and acting,

P.C. 821

TITLE OF OFFICIAL TO WHO CONTRACT IS MADE	Agency Employment Development Department	NUMBER
Director	Calif. State Office of Economic Opportunity	7900-4997 A-1

Yolo County for Yolo County Economic Opportunity Commission

hereafter called the Contractor

WITNESSETH: That the Contractor has read and in consideration of the covenants, conditions, agreements, and stipulations of the State
hereinafter expressed, does hereby agree to furnish to CSOEO services and materials, as follows:

Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.

Amendment No. 1

This Agreement entered into on February 14, 1979 referencing the Crisis Intervention
Program
is hereby amended as follows:

- Paragraph 11.a dates are changed as follows:
Second sentence: May 31, 1979 is changed to June 30, 1979.
Third sentence: June 15, 1979 is changed to July 15, 1979.
- Paragraph 11.b dates are changed as follows:
First sentence: May 31, 1979 is changed to June 30, 1979.
First sentence: June 15, 1979 is changed to July 15, 1979.
Second sentence: June 15, 1979 is changed to July 31, 1979.
Third sentence: June 30, 1979 is changed to August 15, 1979.
Fourth sentence: June 30, 1979 is changed to August 15, 1979.

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Approved as to form

Dated June 14, 1979
Barbara A. Smith
County Counsel of Yolo County

The provisions on the reverse side hereof constitute a part of this agreement.

WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA	CONTRACTOR
AGENCY Employment Development Department Calif. State Office of Economic Opportunity (AUTHORIZED SIGNATURE)	CONTRACTOR (IF OTHER THAN AN INDIVIDUAL, STATE WHETHER A CORPORATION PARTNERSHIP, ETC.) COUNTY OF YOLO
TITLE Director - CSOEO	BY (AUTHORIZED SIGNATURE) <u>Don L. Marshall</u> TITLE CHAIRMAN, BOARD OF SUPERVISORS, COUNTY OF YOLO, STATE OF CALIFORNIA ADDRESS

CONTINUED ON 1 SHEETS

Department of General Services
Use ONLY

AMOUNT ENCUMBERED		APPROPRIATION		FUND	
\$	UNENCUMBERED BALANCE	ITEM	CHAPTER	STATUTES	FISCAL YEAR
\$	ADD. INCREASING ENCUMBRANCE	FUNCTION			
\$	ADD. DECREASING ENCUMBRANCE	LINE ITEM ALLOTMENT			
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.				T.B.A. NO.	B.H. NO.
SIGNATURE OF ACCOUNTING OFFICER				DATE	
I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1203 have been complied with and this document is exempt from review by the Department of Finance.					
SIGNATURE OF OFFICER SIGNING ON BEHALF OF THE AGENCY				DATE	

3. Effective May 7, 1979, the CSA Poverty Income Guidelines as set forth in Article 11.c are changed to read as follows:

Size of Family Unit	<u>Non-Farm Family</u>	<u>Farm Family</u>	
	<u>125%</u>	<u>125%</u>	
1	\$ 4,250	\$ 3,637	
2	5,625	4,800	Micro Ficked
3	7,000	5,963	
4	8,375	7,125	
5	9,750	8,288	
6	11,125	9,450	

(For family units with more than 6 members, add \$1,375 for each additional member in a non-farm family and \$1,163 for each additional member in a farm family.)

All other terms and conditions shall remain the same.

THIS AGREEMENT, made and entered into this 5th day of June, 1979, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

P.C. 919

TITLE OF OFFICER ACTING FOR STATE: Director AGENCY: Employment Development Department
hereafter called CSOBO and California State Office of Economic Opportunity No. 4899 -- 2
Yolo County for Yolo County Economic Opportunity Commission

hereafter called the Contractor,

WITNESSETH That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish CSOBO services and materials, as follows:
Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.

Amendment No. 2

This Agreement, entered into on February 15, 1979, referencing the Emergency Energy Assistance Program (EEAP extended) and amended on March 14, 1979 is hereby further amended as follows:

1. Effective May 7, 1979 the Poverty Guidelines set forth in Article 11.c. (3) are changed to read as follows:

Size of Family Unit	Non-Farm Family		Farm Family	
	125%	150%	125%	150%
1	\$ 4,250	\$ 5,100	\$ 3,637	\$ 4,365
2	5,625	6,750	4,800	5,760
3	7,000	8,400	5,963	7,155
4	8,375	10,050	7,125	8,550
5	9,750	11,700	8,288	9,945
6	11,125	13,350	9,450	11,340

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125%—For family units with more than 6 members add \$1,375 for each additional member in a non-farm family and \$1,163 for each additional member in a farm family.
150%—For family units with more than 6 members add \$1,650 for each additional member in a non-farm family and \$1,395 for each additional member in a farm family.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA

CONTRACTOR

AGENCY: Employment Development Department
California State Office of Economic Opportunity
BY AUTHORIZED SIGNATURE:

CONTRACTOR, IF OTHER THAN AN INDIVIDUAL, STATE WHETHER A CORPORATION, PARTNERSHIP, ETC.:

COUNTY OF YOLO

BY AUTHORIZED SIGNATURE:

BY AUTHORIZED SIGNATURE:

TITLE

Director - CSOBO

TITLE: Chairman, Board of Supervisors,

AGREEMENT OF YOLO, STATE OF CALIFORNIA

Department of General Services
Use ONLY

AMOUNT ENCUMBERED	APPROPRIATION		FUND	
\$ UNENCUMBERED BALANCE	ITEM	CHAPTER	STATUTES	FISCAL YEAR
\$ ADJ. INCREASING ENCUMBRANCE	FUNCTION			
\$ ADJ. DECREASING ENCUMBRANCE	LINE ITEM ALLOTMENT			

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

T.S.A. NO.

B.R. NO.

SIGNATURE OF ACCOUNTING OFFICER

DATE

I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1.04 have been complied with and this document is exempt from review by the Department of Finance.

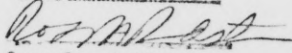
SIGNATURE OF OFFICER SIGNING ON BEHALF OF THE AGENCY

DATE

Micro Fiched

Approved as to Form

Dated _____


County Counsel of Yolo County

STANDARD AGREEMENT

STATE OF CALIFORNIA
DEPT. OF GENERAL SERVICESAGREEMENT NO. 79-262
ATTORNEY GENERALYolo County
Agreement No. 79-262
☐ CONTRACTOR
☐ STATE AGENCY
☐ DEPT. OF GEN. SVCS.
☐ CONTROLLER

THIS AGREEMENT, made and entered into this 7th day of May, 1979,
in the State of California, by and between State of California, through its duly elected or appointed,
qualified and acting

TITLE OF OFFICER AGREEING FOR STATE	AGENCY	NUMBER
Director	Employment Development Department California State Office of Economic Opportunity	7800-1829 A-5
Contractor called: CSOEO and County of Yolo for		
Yolo County Economic Opportunity Commission		

Contractor called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State
hereinafter expressed, does hereby agree to furnish to CSOEO services and materials, as follows:

Set forth service to be rendered by Contractor pursuant to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.

Amendment No.5

This Agreement, pertaining to the Department of Energy Low-
Income Weatherization Assistance Program, entered into on
January 1, 1978 and amended on 3-30-78, 6-30-78, 12-22-78
and 3-9-79 is hereby further amended as follows:

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1. Attachment A, Budget is replaced in its entirety by the
attached revised Budget. The effective date of this
revised Budget is January 2, 1979, the date the Department
of Energy's new guidelines were published in the Federal
Register.

Continued on page 2.

Approved as to Form

Dated _____

Robert M. Lott
County Counsel of Yolo County

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA

CONTRACTOR

AGENCY Employment Development Department
California State Office of Economic
Opportunity

CONTRACTOR IF OTHER THAN AN INDIVIDUAL, STATE, PARTNERSHIP, ETC.
County of Yolo

BY (AUTHORIZED SIGNATURE)

BY AUTHORIZED SIGNATURE
Robert A. Marchand
TITLE Chairman, Board of Supervisors

TITLE
Director - CSOEO

ADDRESS P.O. Box 1098
Woodland, California 95695

Department of General Services
Use ONLY

AMOUNT ENCUMBERED	APPROPRIATION		FUND	
\$				
UNENCUMBERED BALANCE	ITEM	CHAPTER	STATUTES	FISCAL YEAR
\$				
ADD. INCREASING ENCUMBRANCE	FUNCTION			
\$				
ADD. DECREASING ENCUMBRANCE	LINE ITEM ALLOTMENT			
\$				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.			T.B. NO.	D.R. NO.
SIGNATURE OF ACCOUNTING OFFICER			DATE	
I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1.09 have been complied with and this document is exempt from review by the Department of Finance.				
SIGNATURE OF OFFICER SIGNING ON BEHALF OF THE AGENCY			DATE	
<i>Robert A. Marchand</i>				

May 7, 1979

2. Article 4.A. (1) is revised to read as follows:

- (1) Whose income is at or below the poverty level set forth below:

<u>Family Size</u>	<u>Non-Farm Family</u>	<u>Farm Family</u>
1	\$ 4,250	\$ 3,637
2	5,625	4,800
3	7,000	5,963
4	8,375	7,125
5	9,750	8,288
6	11,125	9,450

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For family units with more than 6 members, add \$1,375 for each additional member in a non-farm family and \$1,163 for each additional member in a farm family.

3. The ending date of the term of this agreement, as set forth in Article 1, is changed to August 14, 1979.
4. Effective July 2, 1979, Article 4.N. is replaced with the following:

4.N. Maximum Dollar Limit Per Dwelling Unit - In accordance with Section 440.16 DOE regulations, CSOEO will assure that: the maximum allowable expenditure for any dwelling unit provided under this agreement shall not exceed \$800.00, except as provided in Paragraph (5) of this section for -

- (1) The cost of purchase, delivery, and storage of weatherization materials;
- (2) Transportation of weatherization materials, tools, equipment, and work crews to a storage site and to the site of weatherization work;
- (3) Maintenance, operation, and insurance of vehicles used to transport weatherization materials;
- (4) Maintenance of tools and equipment;

May 7, 1979

- (5) Purchase or annual lease of tools, equipment, and vehicles, except that any purchase of vehicles shall be referred to CSOEO for prior approval;
- (6) Employment of on-site supervisory personnel;
- (7) Incidental repairs not to exceed \$100 per dwelling; including repair materials and repairs to the heating source, necessary to make the installation of weatherization materials effective;
- (8) The cost of liability insurance for weatherization projects for personal injury and property damage;
- (9) Allowable administrative expenses shall not include any costs of labor, except for supervisors and foremen, to carry out a weatherization project under this agreement. Allowable administrative expenses may include such items as audit and bookkeeping services.
- (10) The limitation of \$800.00 set forth above shall not apply if the local policy advisory committee requests a greater amount be provided for specific categories of units or materials and CSOEO approves the request;
- (11) The average cost per household for Items N(2) through N(6) above shall not exceed \$240.00.

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All other terms and conditions shall remain the same.

ATTACHMENT A

BUDGET

Micro Fiched

I. Administrative Costs (maximum) \$ 2,460II. Program Costs \$ 34,543

A maximum of \$ 10,363 (30%
of this \$ 34,543) can be expended
for Transportation, Tools and Equipment,
and On-Site Supervision. If the funds
are not utilized for these three categories,
they can be expended in any other area
under Program Costs (i.e., Materials,
Liability Insurance, and/or Mechanical
Equipment). However, none can be
utilized under Administrative Costs.

TOTAL BUDGET \$ 37,003

FILED

JUL 17 1979

AGREEMENT NO. 79-263

PETER MEYANEE, Clerk

By Peter Meyanee (Agreement to provide funds for an Alcohol Recovery Home)

3

THIS AGREEMENT, made and entered into this 3rd day

4 of July, 1979, by and between the COUNTY of YOLO, a political
5 subdivision of the State of California, hereinafter called COUNTY, and
6 Yolo Alcoholic Recovery Center, a non-profit corporation, hereinafter called
7 PROVIDER.

W I T N E S S E T H:

Micro Fiched

RECITALS:

1. COUNTY receives funds from the State Department of Alcohol and Drug Abuse to operate Community Alcoholism Programs.
2. COUNTY carries out the responsibilities which accompany the funds through its Health Services Agency, Alcohol and Drug Department, hereinafter referred to as ADDICTIONS, in accordance with its State required "County Plan".
3. The Yolo County Plan requires ADDICTIONS to possess an Alcoholic Recovery home for ambulatory and mentally competent recovering alcoholics who are clients of ADDICTIONS, hereinafter referred to as CLIENTS.
4. ADDICTIONS does not own or operate such an Alcoholic Recovery Home itself.
5. PROVIDER represents it is licensed by the State of California to operate and operates an Alcoholic Recovery Home.
6. COUNTY and PROVIDER, therefore, wish to enter into an agreement for the provision of an alcoholic recovery home under the terms and conditions set forth in this agreement. PROVIDER acknowledges that COUNTY enters into this agreement because of the hereinabove recitations, and would not have done so were PROVIDER unable to do so represent.

AGREEMENTS: COUNTY, in consideration of PROVIDER'S promises contained in hereinafter recited agreements, and PROVIDER, in consideration of COUNTY'S

promises contained in hereinafter recited agreements, agree:

1. PROVIDER'S SERVICE OBLIGATIONS:

- a. In accordance with the Working Protocols, attached hereto as Exhibit "A" and incorporated herein by reference thereto; the Action Plan, attached hereto as Exhibit "B" and incorporated herein by reference thereto; and all applicable Community Services System Manual requirements, incorporated herein by reference thereto as if fully set out, provide to CLIENTS approved for admission in advance by ADDICTIONS an Alcoholic Recovery home residential facility program emphasizing rehabilitation of residents and their reintegration into the Community. Said advance approval is a condition precedent to COUNTY'S OBLIGATION to pay for services rendered a resident. Micro Fiched
- b. Designate a representative or representatives for administrative and program affairs.

2. ADDICTIONS' SERVICE OBLIGATIONS:

- a. Designate representative or representatives for administrative and program affairs.
- b. Approve in advance admission of all CLIENTS for which PROVIDER will seek reimbursement.
- c. Review Rehabilitation Plan in accordance with Working Protocols, attached hereto as Exhibit "A" and incorporated herein by reference thereto.

3. COUNTY'S DESIGNATED REPRESENTATIVES:

- a. Responsibility for this Agreement lies with ADDICTIONS' Program Chief.
- b. Program Chief may designate operational representatives from time to time in writing to PROVIDER to perform specific tasks or liaison functions.

1 4. ASSIGNMENT/SUB-CONTRACTING:

- 2 a. PROVIDER may not assign or sub-contract his responsibilities except
3 on the advance written authorization of COUNTY'S herein designated
4 representative.

5 5. RECORDS:

- 6 a. PROVIDER shall for four (4) years maintain records of all receipts
7 and expenditures, for whatever purposes received or expended, in
8 accordance with generally accepted accounting principles, separately
9 identifying revenues received and expenditures made pursuant to
10 this agreement. **Micro Fiched**
- 11 b. PROVIDER shall make said records available for audit by COUNTY,
12 ADDITIONS or STATE auditors upon the request of ADDITIONS
13 representatives. Said request will provide at least one full
14 working day's notice of the impending audit.

- 15 6. RELATIONSHIP OF PARTIES: It is specifically understood and agreed that
16 PROVIDER is an independent contractor and is not subject to the direction
17 and control of COUNTY except as to final result. PROVIDER shall be
18 solely liable and responsible to pay all required taxes and other
19 obligations, including, but not limited to, applicable withholding and
20 social security, PROVIDER agrees to indemnify and hold COUNTY harmless
21 from any liability which it may incur to the Federal or State Governments
22 as a result of this contract.

23 7. LIABILITY:

- 24 a. PROVIDER agrees to defend, indemnify and hold COUNTY harmless for
25 any and all claims, liability, or loss arising from PROVIDER'S
26 performance under this agreement.
- 27 b. Provider shall purchase and maintain for the duration of this
28 agreement, Public Liability Insurance in the amount of at least

1 \$100,000/\$100,000 specifically naming COUNTY as an insured party
2 thereto for all purposes.

- 3 8. WORKING PROTOCOLS: Attached hereto as Exhibit "A" and incorporated
4 herein by reference thereto are Working Protocols describing and
5 governing the working relationships of parties pursuant to this
6 Agreement. Said working protocols bind parties as if fully setout
7 herein, but may be modified without formal amendment of this agreement
8 so long as said modification does not vary the provisions specifically
9 setout herein, is in writing, and represents a bilateral agreement of
10 ADDICTIONS and PROVIDER. Said Working Protocols shall include as a
11 minimum provisions by which CLIENT admission and Rehabilitation Plan
12 approval is obtained from ADDICTIONS, the selection screening process;
13 and role ADDICTIONS is to play in review of PROVIDER'S treatment
14 activities; and any required regular conference scheduling between
15 PROVIDER and ADDICTIONS.

Micro Fiched

- 16 9. ACTION PLAN: Attached hereto as Exhibit "B" and incorporated herein by
17 reference thereto is PROVIDER'S Action Plan for providing the services
18 which are the subject of this agreement. Said Action Plan binds parties
19 as if fully setout herein, but may be modified without formal amendment
20 of this Agreement, so long as said modification does not vary the provi-
21 sions specifically setout herein and advanced written notice thereof is
22 given ADDICTIONS. Said Action Plan shall include as a minimum provisions
23 that the services to be performed by PROVIDER shall provide a community-
24 based, peer group-oriented program in a supportive, non-drinking
25 residential facility environment and the specific services which
26 comprise the concept of PROVIDER'S Alcoholic Recovery Home, which shall
27 include, but which will not be limited to, the provision of food, shelter,
28 and supportive counseling.

1 10. COMMUNITY SERVICES SYSTEM MANUAL: PROVIDER agrees to comply with all
2 applicable provisions contained in the Community Services System Manual,
3 incorporated herein by reference thereto as if fully setout herein.

4 11. PAYMENT:

- 5 a. The maximum payments from COUNTY to PROVIDER during the term of this
6 Agreement shall be a sum not to exceed TWENTY-SEVEN THOUSAND SIXTY-
7 SIX DOLLAR (\$27,066) as shown on Line 80 of attached program
8 budget (Exhibit "C"); or payment in accordance with the provisions
9 of 11 b - d below for services rendered from the beginning of
10 the term of this agreement through the termination date specified
11 in the notice of termination described in Agreement 14, below. Micro Fiched
12 Exhibit "C" shall be the basis for and limitation of any and all
13 reimbursement from COUNTY to PROVIDER for services provided. This
14 budget includes additional revenues that is anticipated PROVIDER will
15 receive from other sources.
- 16 b. Payment shall be paid by COUNTY to PROVIDER monthly upon submission
17 of a claim, in form prescribed by COUNTY, to COUNTY, designating
18 services rendered during the preceding month. Payment will be made
19 at the provisional rate of \$14.45 per unit. One unit equals 24
20 hours room and board and the specific program services herein des-
21 cribed. Claim will be adjust proportionately downward by ADDICTIONS
22 to reflect any resident not approved by ADDICTIONS. Claim must be
23 countersigned and approved by ADDICTIONS.
- 24 c. Payments to PROVIDER shall be adjusted to the lower of actual cost
25 or the contract maximum upon the basis of a cost report submitted
26 by PROVIDER within 90 days of agreement at the end of the term of
27 the agreement.

28 / / / / /

- 1 d. Where a herein recited report or claim is due from PROVIDER within
2 a month, payment for that month is expressly conditioned on the
3 acceptance by COUNTY'S herein designated representative of the
4 PROVIDER'S progress as consistant with this agreement.
- 5 e. Approval of this Agreement and of PROVIDER'S records as audited
6 to be accurate are conditions subsequent to COUNTY'S obligation
7 to pay the amount represented by any exception taken by the State.
- 8 f. COUNTY'S excuse of any given condition precedent or subsequent
9 in any given circumstance does not constitute a waiver of either
10 that condition subsequent or precedent or any other condition
11 precedent or subsequent as to future circumstances.

Micro Fiched

- 12 12. AMENDMENTS: Except as provided herein, the body of this agreement,
13 together with any exhibits attached hereto, fully expresses all
14 understandings of the parties concerning all matters covered and shall
15 constitute the total agreement. Except as provided herein, no
16 additions to, or alterations of, the terms of this agreement, whether
17 by written or verbal understanding of the parties, their officers,
18 agents, or employees shall be valid unless in the form of a written
19 amendment to this agreement which is formally approved and executed by
20 the parties executing this agreement or their successors in office.
- 21 13. NOTICE: Any notice to be given parties to this agreement may be given
22 personally or by depositing same postmarked and registered in the United
23 States mail, postage prepaid and addressed to PROVIDER or COUNTY'S herein
24 designated representatives, as applicable, at each's last known address.
- 25 14. TERM:
- 26 a. This Agreement shall commence on July 1, 1979, and terminate on
27 June 30, 1980, unless as otherwise provided herein in Agreement
28 14b and c, below.

1 b. This agreement may be terminated by either party upon thirty (30)
2 days written notice to the other of such intent, except as provided
3 herein in agreement 14c below.
4 c. Should the funds granted the COUNTY in the 1979-80 fiscal year
5 State or County final budget to cover the cost of the ADDICTIONS'
6 Services be reduced by greater than 10% or COUNTY ADDICTIONS Program
7 be terminated by Local authorities, then the COUNTY may terminate
8 this agreement by providing Notice of Termination specifying an
9 effective date of termination no earlier than two (2) days following
10 the postmark of the notice.
11 d. Should PROVIDER terminate prior to the end of a month PROVIDER will
12 return to COUNTY an amount equal to the monthly amount times the
13 proportion of days remaining in the month to the total days of the
14 month for which payment was advanced.
15 e. Should either party give notice of cancellation both parties will
16 exert their best efforts in good faith to find alternatives for
17 CLIENTS still requiring services of the type PROVIDER renders.
18 IN WITNESS WHEREOF, the parties hereto have executed this agreement
19 as of the day and year hereinabove setforth.

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COUNTY OF YOLO, a political subdivision
of the State of California

Betsy C. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

PETER McNAMEE, COUNTY CLERK

BY *Peter McNamee*
DEPUTY

YOLO ALCOHOLIC RECOVERY CENTER

BY *Richard L. Powell*

ADDICTIONS' SERVICES

BY *[Signature]*
PROGRAM CHIEF

7-17-79

APPROVED AS TO FORM

CHARLES B. MACK
COUNTY COUNSEL

BY *Elizabeth R. Hall*
DEPUTY COUNTY COUNSEL

WORKING PROTOCOLS

Client Admission - All clients subsidized by Addictions shall be interviewed by the provider representative (Manager) and approved by telephone by the Addictions representative (liaison person).

Client Rehabilitation plans will be approved in the regularly scheduled bi-weekly meetings between the provider representative (manager) and the Addictions representative (liaison person).

Selection screening is essential up to provider subject only to approval by addictions representative. Such approval would be based on available beds, available funds, and appropriateness of client to providers services.

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Addictions submits as part of Action Plan the treatment activity schedule as prepared and represented by provider as the provider program. If this is not carried out, then appropriate action should be taken to come to mutual agreement on proposed changes to resume promised activity or to terminate contract.

Provider shall meet on a bi-weekly schedule with Addictions representative to review client progress and plans, provider activities and problems, and provider finances as related to addiction funding.

ACTION PLAN

1. Provider shall provide a community based peer group oriented program for recovering alcoholics in a supportive non-drinking residential facility.
2. Provider shall provide food, shelter, and supportive counseling geared towards successful reintegration of clients into the community.
3. Provider shall orient clients to A.A. and its purpose by an explanation of the A.A. philosophy by listening to and discussing the 12 steps of A.A., participation in a certain number of A.A. meetings, on site and off, visiting with successful A.A.'ers, and listening to cassette tapes of speakers and steps.
4. Provider shall discuss the medical aspects of alcohol and nutrition with the clients and provide lectures and discussions on the effect of alcohol and the issues and physiology of the systems of the body, nutrition, vitamins and the behaviors and psychology of the effects of alcohol.
4. Provider shall supply psychological therapeutic sessions as a group, individual counseling with the director, a beginners therapy group with the director, and assistance with referrals to the Alcohol and Drug Abuse counselors, medical and mental health staff, group therapy with AAODA staff, and information and discussion of responsibilities of interpersonal relationships therapy group.
5. Provider shall provide practical information and discussion of survival techniques in relation to community resources; their availability, location, transportation needed, and tips on how to deal with agencies and workers. Will also provide information regarding Yuba College courses and other adult education and high school courses available.
6. Provider will supply recreational activities at the house, such as pool, board games, cards, arts and crafts, and arrange for cinema passes, swimming, bowling, horseshoes, volleyball croquet, films, library use, college classes, picnics, outings, T.V., radio, and fellowship.
7. Provider will encourage residents to invite guests to dinner on various occasions, visit their homes on weekends and have family members visit them; encourage family counseling and Alanon contacts.
8. Provider will assist residents in designing own progressive program and schedule interviews with client to assess progress.
9. Provider will supply opportunities to develop responsibility for residents' personal decisions and behavior through participation in: resident-only house council, house-keeping tasks, site maintenance, A.A., and dealing with problems arising from living in and sharing a home.

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ALCOHOL PROGRAM BUDGET

FISCAL YEAR 19 79 / 80CONTRACTOR: Yolo County Recovery Corp (Cache Creek)PROVIDER NO. 5771132DATE 6-19-79COUNTY Yolo

01	Program/ Element/ Component	Resident Treatment & Rehabilitation						
60	Code	5						60

	FUNDING SOURCES							
70	Medi-Cal, Federal							70
71	Medi-Cal, Non-Federal							71
72	Federal Formula Grant							72
73	SSI							73
74	State Share (93%) 100%	\$27,066					\$27,066	74
75	County Share (10%)							75
76	County Funds Other	6,549					6,549	76
77	Fees & Insurance	14,000					14,000	77
78	Other	12,239						78
80	(Add lines 70 thru 78) TOTALS	59,854					59,854	80

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See Reverse Side

Program Budget Form

This form has been adopted from a State Office of Alcoholism form, and has been modified to meet the needs of the County of Yolo, Department of Health, Mental Health Services.

Item Information

Only those items pertaining to this Agreement are provided.

Item Definitions

- 01 Program/Element/Component - Administration, Prevention, Identification, Detoxification, Residential, Recovery House, Individual, Group, or Other Micro Fiche
- 60 Code - 00 (Administration), 10 (Prevention), 20 (Identification), 30 (Detoxification), 31 (Residential Treatment), 32 (Recovery House), 40 (Individual), 41 (Group), and 42 (Other)
- 70-78 Funding Sources - Item 70-78 shows all funding sources of providers
- 60 Total - Item 9- is total of all funding sources

FILED
JUL 17 1979

AGREEMENT NO. 79-264

PETER MENAEE, Clerk
By Barbara J. Berggren (Agreement to provide an Alcoholism Information Center)
3 DEPUTY

THIS AGREEMENT, made and entered into this 3rd day of July, 1979, by and between the COUNTY of YOLO, a political subdivision of the State of California, hereinafter called COUNTY, and East Yolo Information Center for Alcoholism, a non-profit corporation, hereinafter called PROVIDER.

W I T N E S S E T H:

Micro Fiched

RECITALS:

1. COUNTY receives funds from the State Department of Alcohol and Drug Abuse to operate Community Alcoholism Programs.
2. COUNTY carries out the responsibilities which accompany the funds through its Health Services Agency, Alcohol and Drug Department, hereinafter referred to as ADDICTIONS, in accordance with its State required "County Plan".
3. The Yolo County Plan requires ADDICTIONS to offer an operational alcohol information center.
4. ADDICTIONS does not own or operate such an information center itself.
5. PROVIDER represents it operates an Alcohol Information Center.
6. COUNTY and PROVIDER, therefore, wish to enter into an agreement for the provision of an alcoholism information center under the terms and conditions set forth in this agreement. PROVIDER acknowledges that COUNTY enters into this agreement because of the hereinabove recitations, and would not have done so were PROVIDER unable to so represent.

AGREEMENTS: COUNTY, in consideration of PROVIDER'S promises contained in hereinafter recited agreements, and PROVIDER, in consideration of COUNTY'S promises contained in hereinafter recited agreements, agree:

1. PROVIDER'S SERVICE OBLIGATIONS:

- 1 a. In accordance with the Working Protocols, attached hereto as
2 Exhibit "A" and incorporated herein by reference thereto; the
3 Action Plan, attached hereto as Exhibit "B" and incorporated herein
4 by reference thereto; and all applicable Community Services System
5 Manual requirements, incorporated herein by reference thereto as if
6 fully set out, provide an alcohol information and referral program
7 designed to facilitate the accessibility of alcoholism counseling
8 and rehabilitation services to those who need such services.
- 9 b. Designate a representative or representatives for administrative
10 and program affairs.
- 11 2. ADDICTIONS' OBLIGATIONS: Micro Fished
- 12 a. Designate representative or representatives for administrative and
13 program affairs.
- 14 b. Schedule PROVIDER staff into ADDICTIONS' staff home visit rotations
15 in accordance with the working protocols, attached hereto as
16 Exhibit "A" and incorporated herein by reference thereto.
- 17 3. COUNTY'S DESIGNATED REPRESENTATIVES:
- 18 a. Responsibility for this Agreement lies with ADDICTIONS' Program
19 Chief.
- 20 b. Program Chief may designate operational representatives from time
21 to time in writing to PROVIDER to perform specific tasks or liaison
22 functions.
- 23 4. ASSIGNMENT/SUB-CONTRACTING:
- 24 a. PROVIDER may not assign or sub-contract its responsibilities except
25 on the advance written authorization of COUNTY'S herein designated
26 representative.
- 27 5. RECORDS:
- 28 a. PROVIDER shall for four (4) years maintain records of all receipts

1 and expenditures, for whatever purposes received or expended, in
2 accordance with generally accepted accounting principles,
3 separately identifying revenues received and expenditures made
4 pursuant to this agreement.

5 b. PROVIDER shall make said records available for audit by COUNTY,
6 ADDICTIONS or STATE auditors upon the request of ADDICTION'S
7 representatives. Said request will provide at least one full
8 working day's notice of the impending audit. Micro Fiched

9 6. RELATIONSHIP OF PARTIES: It is specifically understood and agreed that
10 PROVIDER is an independent contractor and is not subject to the direction
11 and control of COUNTY except as to final result. PROVIDER shall be
12 solely liable and responsible to pay all required taxes and other
13 obligations, including, but not limited to, applicable withholding and
14 social security, PROVIDER agrees to indemnify and hold COUNTY harmless
15 from any liability which it may incur to the Federal or State Governments
16 as a result of this contract.

17 7. LIABILITY:

18 a. PROVIDER agrees to defend, indemnify and hold COUNTY harmless for
19 any and all claims, liability, or loss arising from PROVIDER'S
20 performance under this agreement.

21 b. Provider shall purchase and maintain for the duration of this
22 agreement, Public Liability Insurance in the amount of at least
23 \$100,000/\$100,000 specifically naming COUNTY as an insured party
24 thereto for all purposes.

25 8. WORKING PROTOCOLS: Attached hereto as Exhibit "A" and incorporated
26 herein by reference thereto are Working Protocols describing and governing
27 the working relationships of parties pursuant to this Agreement. Said
28 working protocols bind parties as if fully setout herein, but may be

1 modified without formal amendment of this agreement so long as said
2 modification does not vary the provisions specifically setout herein, is
3 in writing, and represents a bilateral agreement of ADDICTIONS and
4 PROVIDER. Said Working Protocols shall include as a minimum provisions
5 for the scheduling of PROVIDER staff accompanying ADDICTIONS' staff on
6 home units; any role ADDICTIONS is to plan in review of PROVIDER'S
7 activities; and the manner and criteria for ADDICTIONS acceptance of
8 referrals from PROVIDER.

9 9. ACTION PLAN: Attached hereto as Exhibit "B" and incorporated herein by
10 reference thereto is PROVIDER'S Action Plan for providing the services
11 which are the subject of this agreement. Said Action Plan binds parties
12 as if fully setout herein, but may be modified without formal amendment
13 of this Agreement, so long as said modification does not vary the
14 provisions specifically setout herein and advanced written notice thereof
15 is given ADDICTIONS. Said Action Plan shall include as a minimum the
16 specific services which comprise the concept of PROVIDER'S alcoholism
17 information and referral program.

18 10. COMMUNITY SERVICES SYSTEM MANUAL: PROVIDER agrees to comply with all
19 applicable provisions contained in the Community Services System Manual,
20 incorporated herein by reference thereto as if fully setout herein.

21 11. PAYMENT:

22 a. The maximum payments from COUNTY to PROVIDER during the term of this
23 Agreement shall be a sum not to exceed EIGHT THOUSAND SEVEN HUNDRED
24 FIFTY-ONE (\$8,751.00) as shown on Line 80 of attached program
25 budget (Exhibit "C"); or payment in accordance with the provisions
26 of 11b - d below for services rendered from the beginning of the
27 term of this agreement through the termination date specified in the
28 notice of termination described in Agreement 14, below. Exhibit

- 1 "C" shall be the basis for and limitation of any and all
2 reimbursement from COUNTY to PROVIDER for services provided. This
3 budget includes additional revenues that is anticipated PROVIDER
4 will receive from other sources.
- 5 b. Costs for allowable expenditures for the preceding month shall be
6 paid by COUNTY to PROVIDER monthly upon submission of a claim, in
7 form prescribed by COUNTY, to COUNTY, designating services rendered
8 during the preceding month. Attached hereto as Exhibit "D" and
9 incorporated herein by reference thereto is a Budget for the
10 expenditure of funds. Allowable costs are costs falling within
11 a budget category. COUNTY is herein designated representatives. Micro Fiched
- 12 c. Payments to PROVIDER shall be adjusted to the lower of actual cost
13 or the contract maximum upon the basis of a cost report submitted
14 by PROVIDER within 90 days of agreement at the end of the term of
15 the Agreement.
- 16 d. Where a herein recited report or claim is due from PROVIDER within
17 a month, payment for that month is expressly conditioned on the
18 acceptance by COUNTY'S herein designated representative of the
19 PROVIDER'S progress as consistent with this agreement.
- 20 e. Approval of this Agreement and of PROVIDER'S records as audited to
21 be accurate are conditions subsequent to COUNTY's obligation to
22 pay the amount represented by any exception taken by the State.
- 23 f. COUNTY'S excuse of any given condition precedent or subsequent in
24 any given circumstance does not constitute a waiver of either that
25 condition subsequent or precedent or any other condition precedent
26 or subsequent as to future circumstances.
- 27 12. AMENDMENTS: Except as provided herein, the body of this agreement,
28 together with any exhibits attached hereto, fully expresses all

1 understandings of the parties concerning all matters covered and shall
2 constitute the total agreement. Except as provided herein, no additions
3 to, or alterations of, the terms of this agreement, whether by written
4 or verbal understanding of the parties, their officers, agents, or
5 employees shall be valid unless in the form of a written amendment to this
6 agreement which is formally approved and executed by the parties executing
7 this agreement or their successors in office.

- 8 13. NOTICE: Any notice to be given parties to this agreement may be given
9 personally or by depositing same postmarked and registered in the United
10 States mail, postage prepaid and addressed to PROVIDER or COUNTY's last
11 known address.

Micro Fiched

12 14. TERM:

- 13 a. This Agreement shall commence on July 1, 1979, and terminate on
14 June 30, 1980, unless as otherwise provided herein in agreement
15 14b and c, below.
- 16 b. This agreement may be terminated by either party upon thirty (30)
17 days written notice to the other of such intent, except as provided
18 herein in agreement 14c, below.
- 19 c. Should the funds granted the COUNTY in the 1979-80 fiscal year
20 State or County final budget to cover the cost of the Alcoholism
21 services be reduced by greater than 10% or COUNTY ADDICTIONS Program
22 be terminated by Local authorities, then the COUNTY may terminate
23 this agreement by providing Notice of Termination specifying an
24 effective date of termination no earlier than two (2) days following
25 the postmark of the notice.
- 26 d. Should PROVIDER terminate prior to the end of a month PROVIDER will
27 return to COUNTY an amount equal to the monthly amount times the
28 proportion of days remaining in the month to the total days of the

1 month for which payment was advanced.

2 IN WITNESS WHEREOF, the parties hereto have executed this
3 agreement as of the day and year hereinabove setforth.

4

5 COUNTY OF YOLO, a political subdivision
6 of the State of California

7

8

Robert A. McMichael
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

9

10 ATTEST:

11 PETER McNAMEE, COUNTY CLERK

Micro Filled

12

BY *Robert E. Lucas*
Deputy

13

14

(SEAL)

15

16

EAST YOLO ALCOHOLISM INFORMATION CENTER

17

BY *Henry LeBar*

18

19 ADDITIONS

20

BY *Robert A. McMichael*
PROGRAM CHIEF

21

7-17-79

22

23

24

25

APPROVED AS TO FORM

26

CHARLES R. MACK
COUNTY COUNSEL

27

BY *Elizabeth A. Holtz*
DEPUTY COUNTY COUNSEL

28

WORKING PROTOCOL

Exhibit A

Addictions Objectives -- Thomas Favao, Mental Health Counselor II, is designated as the E. Yolo Area representative for addictions.

Addictions Staff -- will contact provider staff by phone to schedule provider staff into home visit rotations as a back-up presence.

Provider Obligations -- Provider shall submit monthly claims to Thomas Favao, Mental Health Counselor II, for review.

Micro Fiched

Provider, if able, shall provide transportation of addictions client to Beamer Street Detox as needed. In the event Beamer Street is unable to accommodate the client, provider shall transport the client to any other detox unit available.

Provider shall provide information and referral services regarding alcoholism in the E. Yolo Area.

ACTION PLAN

Exhibit B

Provider shall maintain an information and referral center in the E. Yolo Area.

Provider shall maintain a 24-hour answering service to assist those with alcohol or alcohol related problems.

Provider shall provide a drop-in center for alcoholism clients from 9-5 p.m., Monday through Friday, and 11-5 on Saturday.

Micro Fiched

Provider, if possible, shall provide transportation to Beamer Street Detox, as needed.

Provider shall provide speakers to schools, community groups, and other interested groups on the subject of alcoholism.

ALCOHOL PROGRAM BUDGET

CONTRACTOR: East Yolo Information CenterFISCAL YEAR 19 79 / 80PROVIDER NO. 5770120DATE 6-19-79COUNTY Yolo

01	Program/ Element/ Component	Identification					
60	Code	4					60
FUNDING SOURCES							
70	Medi-Cal, Federal						70
71	Medi-Cal, Non-Federal						71
72	Federal Formula Grant						72
73	SSI						73
74	State Share (XX%) 100%	\$8,751				\$8,751	74
75	County Share (100%)						75
76	County Funds Other						76
77	Fees & Insurance						77
78	Other						78
80	(Add lines 70 thru 76) TOTALS	\$8,751				\$8,751	80

Micro Fiched

See Reverse Side

(Agreement for referral of comprehensive Driving While Under the Influence Treatment Project eligible Yolo County residents)

THIS AGREEMENT, made and entered into this 3rd day of July, 1979, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY, and County of Solano, a political subdivision of the State of California, hereinafter called PROVIDER.

W I T N E S S E T H:

Micro Fiched

RECITALS:

1. The Yolo County Alcohol & Drug Plan requires the Yolo County Health Services Agency Alcohol and Drug Department, hereinafter called ADDICTIONS, to offer a comprehensive driving while under the influence treatment project to COUNTY residents referred by COUNTY judges, hereinafter referred to as RESIDENTS.
2. ADDICTIONS does not operate such a project itself.
3. PROVIDER represents it operates such a project.
4. COUNTY and PROVIDER, therefore, wish to enter into an agreement for the provision of a comprehensive driving / while under the influence treatment project set forth in this agreement.

AGREEMENTS: COUNTY, in consideration of PROVIDER'S promises contained in hereinafter recited agreements, and PROVIDER, in consideration of COUNTY'S promises contained in hereinafter recited agreements, agree:

1. PROVIDER'S SERVICE OBLIGATIONS:

- a. In accordance with the Working Protocols, attached hereto as Exhibit "A" and incorporated herein by reference thereto; provide to RESIDENTS a comprehensive Driving While Under the Influence Treatment Project identical to the project provided PROVIDER'S own citizens.

- 1 b. Designate a representative or representatives for administrative
2 and program affairs.

3 2. ADDICTIONS' SERVICE OBLIGATIONS:

- 4 a. Designate representative or representatives for administrative and
5 program affairs.

6 3. COUNTY'S DESIGNATED REPRESENTATIVES:

- 7 a. Responsibility for this Agreement lies with ADDICTIONS' Program Chief.
8 b. Program Chief may designate operational representatives from time
9 to time in writing to PROVIDER to perform specific tasks or liaison
10 functions.

11 4. ASSIGNMENT/SUB-CONTRACTING:

Micro Fiched

- 12 a. PROVIDER may not assign or sub-contract its responsibilities except
13 on the advance written authorization of COUNTY'S herein designated
14 representative.

15 5. RECORDS:

- 16 a. PROVIDER shall for four (4) years maintain records of all receipts
17 and expenditures, for whatever purposes received or expended, in
18 accordance with generally accepted accounting principles, separately
19 identifying revenues received and expenditures made pursuant to
20 this agreement.
21 b. PROVIDER shall make said records available for audit by COUNTY,
22 ADDICTIONS or STATE auditors upon the request of MENTAL HEALTH'S
23 representatives. Said request will provide at least one full
24 working day's notice of the impending audit.

- 25 6. RELATIONSHIP OF PARTIES: It is specifically understood and agreed that
26 PROVIDER is an independent contractor and is not subject to the direction
27 and control of COUNTY except as to final result. PROVIDER shall be
28 solely liable and responsible to pay all required taxes and other

obligations, including, but not limited to, applicable withholding and social security, PROVIDER agrees to indemnify and hold COUNTY harmless from any liability which it may incur to the Federal or State Governments as a result of this contract.

7. LIABILITY:

- a. PROVIDER agrees to defend, indemnify and hold COUNTY harmless for any and all claims, liability, or loss arising from PROVIDER'S performance under this agreement.
- b. Provider shall purchase and maintain for the duration of this agreement, Public Liability Insurance in the amount of at least \$100,000/\$100,000 specifically naming COUNTY as an insured party thereto for all purposes.

Micro Fiched

8. WORKING PROTOCOLS: Attached hereto as Exhibit "A" and incorporated herein by reference thereto are Working Protocols describing and governing the working relationships of parties pursuant to this Agreement. Said Working protocols bind parties as if fully set out herein, but may be modified without formal amendment of this agreement so long as said modification does not vary the provisions specifically set out herein, is in writing, and represents a bilateral agreement of ADDITIONS and PROVIDER. Said Working Protocols shall include as a minimum provisions by which resident referral is accepted by PROVIDER.

9. COMPENSATION:

- a. The compensation of PROVIDER shall consist of the PROVIDER'S retention of all revenues generated by referrals.

10. AMENDMENTS: Except as provided herein, the body of this agreement, together with any exhibits attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total agreement. Except as provided herein, no additions

1 to, or alterations of, the terms of this agreement, whether by written
2 or verbal understanding of the parties, their officers, agents, or em-
3 ployees shall be valid unless in the form of a written amendment to this
4 agreement which is formally approved and executed by the parties executing
5 this agreement or their successors in office.

6 11. NOTICE: Any notice to be given parties to this agreement may be given
7 personally or by depositing same postmarked and registered in the United
8 States mail, postage prepaid and addressed to PROVIDER or COUNTY'S
9 herein designated representatives, as applicable, at the last known
10 address of each.

11 12. TERM:

Micro Fiched

- 12 a. This Agreement shall commence on July 1, 1979, and terminate on
13 June 30, 1980, unless as otherwise provided herein in Agreement 2b.
14 b. This agreement may be terminated by either party upon thirty (30)
15 days written notice to the other of such intent.
16 c. Should either party give notice of cancellation both parties will
17 exert their best efforts in good faith to find alternatives for
18 RESIDENTS still requiring services of the type PROVIDER renders.

19 IN WITNESS WHEREOF, the parties hereto have executed this agreement
20 as of the day and year hereinabove set forth.

COUNTY OF YOLO, a political sub-
division of the State of California

Betty C. Moreland
CHAIRMAN OF THE BOARD OF SUPERVISORS

24 ATTEST:
25 PETER McNAMEE, COUNTY CLERK

COUNTY OF SOLANO, a political sub-
division of the State of California

BY _____

26 BY _____
27 Deputy

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL

Elizabeth A. Holtz
DEPUTY COUNTY COUNSEL

Working Protocols

Provisions for Referral

Solano County provides referral forms which are made available to Yolo County residents.

Micro Fished

STANDARD AGREEMENT —

APPROVED BY THE
ATTORNEY GENERALYolo County
Agreement No. 79-266STATE OF CALIFORNIA
STD. 2 (REV. 11/75)
☐ CONTRACTOR
☐ STATE AGENCY
☐ DEPT. OF GEN. SER.
☐ CONTROLLER
☐
☐

THIS AGREEMENT, made and entered into this 1st day of June, 1979,
in the State of California, by and between State of California, through its duly elected or appointed,
qualified and acting

TITLE OF OFFICER ACTING FOR STATE DIRECTOR	AGENCY DEPARTMENT OF FOOD AND AGRICULTURE	NUMBER 8140
--	---	-----------------------

Hereafter called the State, and

COUNTY OF YOLO

hereafter called the Contractor,

Micro Fiched

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

(Set forth services to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)
Pursuant to Section 2222 of the Food and Agricultural Code, the Director of Food and Agriculture, State of California, hereinafter referred to as Director, and the County of YOLO, hereinafter referred to as County, acting by and through its Board of Supervisors, hereby agree as follows:

(1) The Director will partially compensate County for services performed by the County Agricultural Commissioner for the purpose of securing more uniform and adequate enforcement of applicable provisions of the Food and Agricultural Code throughout the State, and to otherwise effectuate the purposes of Sections 2221 through 2224 of the Food and Agricultural Code.

(2) The Director agrees to pay the County for the 1979-80 fiscal year, a sum not to exceed Six Thousand Six Hundred Dollars (\$6,600.00) to be used for the salary of the Commissioner, payable in arrears on or about June 30, 1980 calculated as follows: Payment will be at the rate of \$550 per month for each month the Agricultural Commissioner's position is filled by a qualified person. If the position is vacant 30 consecutive days or less, the annual payment will not be reduced. A vacancy of more than 30 consecutive days will reduce the annual payment. Partial months after the first 30 days of vacancy will be treated as whole months in computing the reductions. Appointment of a qualified person to fill a vacancy may be for an interim or fixed period, but shall not be at a lower monthly rate or range than that established for the Commissioner's position.

The provisions on the reverse side hereof constitute a part of this agreement. (Continued on page 2)
IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA

CONTRACTOR

AGENCY
DEPARTMENT OF FOOD AND AGRICULTURE

BY: Betsy A. Churchill
TITLE
Business Service Officer

CONTRACTOR IF OTHER THAN AN INDIVIDUAL, STATE WHETHER A CORPORATION PARTNERSHIP, ETC.

COUNTY OF YOLO

BY: Betsy A. Churchill
TITLE
Chairman, Board of Supervisors

ADDRESS
P.O. Box 1098
Woodland, California 95695

CONTINUED ON _____ SHEETS, EACH BEARING NAME OF CONTRACTOR

Department of General Services
Use ONLY

AMOUNT ENCUMBERED

\$ 6,600.00

UNENCUMBERED BALANCE

\$

AMOUNT INCREASING ENCUMBRANCE

\$

AMOUNT DECREASING ENCUMBRANCE

\$

ITEM

CHAPTER

STATUTES

FISCAL YEAR

'79

79/80

FUNCTION

LINE ITEM ALLOTMENT

GEN. SERV. DEPT. APPROVAL
NOT REQUIRED PER
SA 1200

FILED

AUG - 6 1979

PETER McNAMEE, Clerk

By Betsy A. Churchill
Deputy

I hereby certify upon my own personal knowledge that budgeted
and available for the period and purpose of the expenditure stated
SIGNATURE OF ACCOUNTING OFFICER

▶

I hereby certify that all conditions for exemption set forth in
have been complied with and this document is exempt from review by the Department of Finance.

SIGNATURE OF OFFICER SIGNING IN BEHALF OF THE AGENCY

▶

RECEIVED

AUG - 6 1979

PETER McNAMEE, Clerk

By Betsy A. Churchill
Deputy

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.

2. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.

5. Time is the essence of this agreement.

Micro Fiched

6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

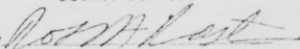
(3) The County agrees that during the term of this agreement, the Agricultural Commissioner's salary will not be reduced either below \$9,900 per year or below the base salary as provided in Section 2221 of the Food and Agricultural Code.

(4) Payment will be made at the end of each fiscal year upon submission of invoice indicating periods that the position of Agricultural Commissioner was actually filled by a qualified person.

(5) The term of this agreement shall be from July 1, 1979 through June 30, 1980. Payment by the Director is subject to the availability of appropriated funds for the purpose of this contract and compliance by the county with the applicable provisions of the Food and Agricultural Code. This agreement may be terminated by either party at any time during this term upon giving not less than 30 days written notice to the other party.

Micro Fiched

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNCIL

By 
DEPUTY COUNTY COUNSEL

Book

YOLO COUNTY AGREEMENT NO. 79-267

AMENDMENT #2 TO TRANSFER AGREEMENT NO. 03

between the Sacramento-Yolo Employment and
Training Agency and the Yolo County Employment
and Training Agency

The Sacramento-Yolo Employment and Training Agency and the Yolo
County Employment and Training Agency agree to amend Transfer Agreement
No. 03, as follows:

Exhibit A of the Agreement is hereby amended to read:

"Exhibit A consists of the following:

Inventory List Number 5, Page 1, 28 line items
Page 2, 34 line items
Page 3, 04 line items
Page 4, 04 line items
Page 5, 13 line items
→ Page 6, 10 line items"

Micro Fiched

DATED: 6/15/79

SACRAMENTO-YOLO EMPLOYMENT AND TRAINING
AGENCY, A Joint Powers Agency

BY: K. David P. Barlow
Chairman of the Board

YOLO COUNTY EMPLOYMENT AND TRAINING
AGENCY, A political subdivision of the
State of California

DATED: JUL 3 - 1979

BY: Bob A. Marchand
Chairperson of the Board of Supervisors

FILED

JUL - 3 1979

PETER MCNAMEE, Clerk
By RICKIE MIYAHARA
Deputy

SYETA

PROPERTY INVENTORY FORM

ITEM	TAG #	ITEM	TAG #
1. Bullen's board	115777	33.	
2. Chair board	108510	34.	
3. Rolling cart	115677	35.	
4. Locking cabinet (2 door)	100492	36.	
5. File cabinet 4 drawer	115779	37.	
6. ✓ ✓ ✓	115780	38.	
7. ✓ ✓ ✓	110365	39.	
8. ✓ ✓ ✓	110362	40.	
9. Card file	untagged	41.	
10. Cordenza	119046	42.	
11. Last item		43.	
12.		44.	
13.		45.	
14.		46.	
15.		47.	
16.		48.	
17.		49.	
18.		50.	
19.		51.	
20.		52.	
21.		53.	
22.		54.	
23.		55.	
24.		56.	
25.		57.	
26.		58.	
27.		59.	
28.		60.	
29.		61.	
30.		62.	
31.		63.	
32.		64.	

Micro Fiched

Yolo County assumes total responsibility for the property listed above formerly belonging to Sacramento-Yolo Employment and Training Agency (SYETA).

As of 5/29/79

[Signature]
SYETA Staff

[Signature]
Receiver of the Property

[Signature]
Yolo County ETT

[Signature]
Witness

Yolo County Employment and Training Administration

MODIFICATION FORM

REQUEST FOR PROGRAM MODIFICATION

DATE
7-3-79AGREEMENT NO.
70-268

Title: IV SYEP

Modification Number

Contract Number

Program: Yolo County Superintendent of Schools

001

79-229

Changes herein will have the following effect on federal government funds in this contract

☐ Unchanged☒ Increased by \$ 451,728☐ Decreased by \$

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

The purpose of this modification is to put the full amount of funding for the Summer Youth Employment Program into Project M.O.V.E.'s contract.

Micro Fiched

FILED

JUL 12 1979

PETER McNAMEE, Clerk

By

Rickie Mupfana

Deputy

MODIFICATION

The attached operating budget supersedes the one currently in the contract.

\$463,400

Grand total and fixed price

Recommendation and/or comments by staff:

☒ Approve☐ Disapprove

Recommendation of the MAPC

☒ Approve☐ Disapprove

ACTION OF THE YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION:

☐ Request for modification denied☒ Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.*Dorsey C. Marchant* JUL 3 - 1979

Signature of Authorized Officer Date

JUL 3 - 1979

Effective date of modification

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

500 First Street, Woodland, CA 95695

CETA TITLE II OPERATING BUDGET

☐ ORIGINAL ☒ REVISION NO. 001

DATE April 26, 1979

Micro Fiched

Subgrantee Name and Address:

Contact Person Jesus M. Moreno

Yolo County Office of Education

Phone 666-0925

Contract No.

425 Main Street

Period: From 4-1-79

To 9-30-79

Woodland, California 95695

Program Name

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WEX	SERVICE	OTHER	SUMMER	
OCT.								
NOV.								
DEC.								
JAN.								
FEB.								
MAR.								
APR.				1,335				1,335
MAY				10,337				10,337
JUNE				91,857				91,857
JULY				174,163				174,163
AUG.				180,745				180,745
SEPT.				4,963				4,963
TOTAL				463,400				463,400

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
OCT.							
NOV.							
DEC.							
JAN.							
FEB.							
MAR.							
APR.	1,335					0	1,335
MAY	6,014		0	0		4,323	10,337
JUNE	10,508		60,108	2,401		18,840	91,857
JULY	13,876		132,264	5,283		22,740	174,163
AUG.	14,205		138,276	5,523		22,741	180,745
SEPT.	4,963		0	0		0	4,963
TOTAL	50,901		330,648	13,207		68,644	463,400

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

Superintendent Yolo County Sch
Name and Title of Authorized Official

Jack F. Fatta 7-10-79
Signature Date

For CETA Approval Only:

Jack G. Rogers 7-2-79
Accountant Date

Shirley D. Plumb 7-2-79
Principal Administrative Analyst Date

SUBGRANTEE'S NAME AND ADDRESS

Yolo County Office of Education

425 Main Street

Woodland, CA 95695

Micro Fiched

OPERATING BUDGET

CONTRACT NO.

ADMINISTRATIVE SUBGRANTEE	TOTAL	APRIL	MAY	JUNE	JULY
INDIRECT COST	23,170	70	517	4,592	8,707
SALARIES & WAGES	17,107	1,005	3,550	3,596	3,091
FRINGE BENEFITS	4,259	184	967	892	765
FICA	722	0	159	166	137
Workers' Compensation	305	18	63	64	55
Retirement	1,557	80	378	357	256
Health & Life Insurance	1,504	76	331	268	286
Unemployment Compensation Ins.	171	10	36	36	31
TRAVEL	570	0	114	114	114
Mileage Reimbursement	570	0	114	114	114
Out-of-Town Travel	0	0	0	0	0
CONSULTANT & PROFESSIONAL SERVICES	1,400	0	0	400	400
Bookkeeping	1,400	0	0	400	400
Legal	0	0	0	0	0
Program Tech. Assist.	0	0	0	0	0
SPACE COST	1,058	43	203	203	203
Rental of Land & Buildings	658	28	126	126	126
Utilities	400	15	77	77	77
Janitorial Services	0	0	0	0	0
Repairs to Buildings	0	0	0	0	0
CONSUMABLE SUPPLIES	900	0	160	194	193
Office Supplies	800	0	160	160	160
Cleaning & Janitorial Supplies	100	0	0	34	33
COMMUNICATION COST	923	33	183	183	183
Telephone & Telegraph	823	33	158	158	158
Postage	100	0	25	25	25
OTHER COST	1,514	0	320	334	220
Photocopy & Xerox	500	0	100	100	100
Rental - Office Equipment	600	0	120	120	120
Maintenance & Repair -Equipment	0	0	0	0	0
Fid. & Gen. Insurance	200	0	0	0	0
Uncl. Expenses	214	0	100	114	0
EQUIPMENT	0				
Office Equipment	0				
Office Furniture & Fix.	0				
TOTAL	50,901	1,335	6,014	10,508	13,876

CONTRACT NO.

Woodland, CA 95695

[illegible]

OPERATING BUDGET

CONTRACT NO. _____

SUBGRANTEE'S NAME AND ADDRESS

Yolo County Office of Education

425 Main Street

Woodland, CA 95695

Micro Fiched

SUMMER ACTIVITIES	TOTAL	APRIL	MAY	JUNE	JULY
PARTICIPANT WAGES	330,648	0	0	60,108	132,264
FRINGE BENEFITS	13,207	0	0	2,401	5,283
F.I.C.A.					
Workers' Comp. Ins.	13,207	0	0	2,401	5,283
P.S.E.					
Other					
TRAINING					
Staff Salaries					
Staff Fringe Benefits					
Staff Travel					
Special Program Tech. Assist.					
Subcontractor Training Cost					
Classroom Space Cost					
Supplies					
Telephone					
Books & Educational Aids					
Tuition & Ent. Fees					
Rental - Equipment					
Office Equipment					
Training Equipment					
Uncl. Training Cost					
SERVICES	68,644	0	4,323	18,840	22,740
Staff Salaries	39,829	0	3,106	12,241	12,241
Staff Fringe Benefits	4,073	0	614	1,153	1,153
Staff Travel	3,424	0	300	1,041	1,041
Special Program Tech. Assist.	0	0	0	0	0
Space Cost	460	0	115	115	115
Supplies	500	0	100	200	100
Telephone 35 mo. x 256¢ x 4 mos.	358	0	88	90	90
Transportation 17,269 SY '78	20,000	0	0	4,000	8,000
Child Care					
Medical Assist.					
Rent Assist.					
Bonding Assist.					
Rental Equipment					
Office Equipment					
Uncl. Services Cost					
TOTAL NON-ADMINISTRATIVE COST	412,499	0	4,323	81,349	160,287
ADMINISTRATIVE COST	50,901	1,335	6,014	10,508	13,876
TOTAL - SUMMER ACTIVITIES	463,400	1,335	10,337	91,857	174,163

• (SUMMER ACTIVITIES)

SUBGRANTEE NAME AND ADDRESS
Yolo County Office of Education
425 Main Street
Woodland, CA 95695

OPERATING BUDGET

CONTRACT NO.

Micro Fiches

[illegible]

Phone 666-0925

Micro Fiched

YOLD COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

Contract No.

CETA OPERATING BUDGET

Title/Subtitle

Positions and Salaries Schedule

Period From 4-1-79 To 9-30-79

[illegible]

Yolo County Office of Education
425 Main Street
Woodland, CA 95695

Micro Fiched

YOLG COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

CETA OPERATING BUDGET

Travel Schedule

Period From 4-1-79 To 9-30-79

Contract No.

POSITION OF TRAVELING STAFF	MILEAGE			REIMBURSEMENTS		OUT OF TOWN (ADMIN.)			TOTAL	
	MILES PER GEN.	NO. OF WKS	COST PER MILE	TOTAL ADMIN	NON-ADMIN	PROJ. NO. OF TRIPS	COST PER TRIP	TOTAL	ADMIN.	NON-AD.
Director	50	15	.20	150						
Planner	25	8	.20	50						
Office Manager - West Yolo	50	15	.20	150						
Office Manager - East Yolo	50	15	.20	150						
Program Clerk	25	16	.20	80						
Youth Specialist - West Yolo	80	15	.20		240			1 trip Davis	1 trip E-Yolo	per wk.
Youth Specialist - East Yolo	80	15	.20		240					
Youth Specialist Assist. - W. Yolo	80	15	.20		240					
Youth Specialist Assist. - E. Yolo	80	15	.20		240					
14 Supervisors (80 miles wk.) x 14	1,120	11	.20		2,464					

AGREEMENT NO. 79-269
SUBDIVISION IMPROVEMENT AGREEMENT
Subdivision No. 2908
(Port Sacramento Industrial Park)

Tim 17A
FILED

JUL - 6 1979

PETER McNAMEE, Clerk
By *Pete E. Lucas*
DEPUTY

THIS AGREEMENT is made and entered into on this 27 day of June, 1979,
by and between PORT SACRAMENTO LAND COMPANY, a Delaware corporation, hereinafter
referred to as the "Subdivider" and the County of Yolo, hereinafter referred to
as "County."

WHEREAS, the Subdivider proposes to subdivide and develop that area known and referred
to as Subdivision No. 2908 and promises to present plans and specifications for the
development thereof.

Micro Fiched

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. That the Subdivider will develop and construct in and adjacent to said Subdivision
No. 2908, public improvements including but not limited to street improvements
consisting of concrete curbs, gutters, asphalt paving and base, water supply and
distribution systems, waste water collection system, and storm drainage facilities
necessary to adequately drain said Subdivision in accordance with the standards
imposed by law, all in accordance with said plans and specifications to be
prepared for Subdivision No. 2845 in conformance with Yolo County Improvement
Standards and Specifications and approved by the Department of Public Works and
complete the same within twenty-four (24) months after the date herein in good
and workmanlike manner, and upon completion relinquish said improvements to the
agency of jurisdiction as agreed upon herein.

2. That the Subdivider shall obtain and file with the County two good and sufficient "Improvement Securities" in favor of the County of Yolo and in a form approved by the County pursuant to Chapter 5, Division 2, Title 7, of the California Government Code. The amount of such "Improvement Securities" shall be as follows:
 - (1) Not less than fifty percent (50%) of the estimated costs of the public improvements to be constructed pursuant to Article 1 of this Agreement to guarantee faithful performance.
 - (2) Not less than fifty percent (50%) of the estimated costs of the public improvements to be constructed pursuant to Article 1 of this Agreement to guarantee payments to contractors, laborers, and material men.
3. That the Subdivider reserves the right to modify said plans and specifications as the development progresses, with written approval of the Director of Public Works of the County, should unforeseen conditions occur which may require such modifications.
4. That the Subdivider shall pay to the County the actual cost of checking plans and inspecting construction of improvements in accordance with the Yolo County Code Section 8-1.1107 prior to final acceptance of improvements. The plan check and inspection fee shall be included in the amount deposited for Subdivision No. 2845. Micro Fiched
5. That Subdivider shall indemnify and hold harmless the County from any and all loss, damage, or liability resulting from Subdivider's performance or non-performance of his duties under this Agreement, or from negligence of himself or his agents, servants, and employees, and all action or causes of action filed by any person or persons claiming damage caused by the development of said Subdivision No. 2908.

6. That Subdivider will furnish County evidence acceptable to the County of insurance, insuring County against claims for personal liability and property damage arising in the course of construction of improvements required herein in the sum of \$500,000 in respect to personal injuries and/or death of any one person, \$1,000,000 in respect to personal injuries or death for any one occurrence and \$500,000 in respect to property damage in any one occurrence.
7. That Subdivider shall notify the Director of Public Works of the commencement of the work of improvements.
8. That the completion of the development of said Subdivision No. 2908 shall be the date as of which the Board of Supervisors shall, by resolution duly passed and adopted, accept said improvements according to said plans and specifications, as modified, if such modification is required under the terms hereof, and the Subdivider is notified thereof in writing. Neither passage of said resolution hereinabove referred to, nor periodic progress inspection or approval shall bind the County to accept said improvements, or waive any defect in the same or any breach of this agreement. Acceptance or any part or state of said improvement shall not be final until the written notice of final acceptance of all the improvements shall have been delivered to the Subdivider as required herein. Micro Fiched
9. That the Subdivider agrees to remedy any defects in the improvements arising from faulty or defective construction of said improvements occurring within twelve (12) months after acceptance thereof.
10. If the construction of the work or improvement should be delayed without fault of Subdivider, the time for the completion thereof may be extended by the County for such period of time as the County may deem reasonable.
11. That should the Subdivider fail to construct said improvements, repairs, or corrective work within the time or times specified in this agreement or amendments thereto, the County may, at its option, complete the same and recover the cost thereof from the Subdivider.

12. It is mutually understood and agreed that when the work of improvement is accepted as defined herein, fifteen percent (15%) or five hundred dollars (\$500.00), whichever is greater, of the "Improvement Security" shall be retained by the County to guarantee the faithful performance of the provisions of Paragraph 9 of this agreement.
13. Any extension of time hereunder shall not operate to release the surety on the "Improvement Security" filed pursuant to this agreement. In this connection, the security waives the provisions of Section 2819 of the Civil Code of the State of California.
14. The acceptance by County of bonds required herein is conditioned upon surety's fulfillment of the prerequisites set forth in Rule 242(a), formerly Rule 29(a) of the Rules for the Superior Court, State of California.
15. Time is of the essence of each and all the provisions of this agreement, and the provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

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IN WITNESS WHEREOF, the parties have hereto set their signatures as of the date first above named herein.

COUNTY OF YOLO

By Betsy G. Marchand
Chairman, Board of Supervisors
JUL 6 1979

ATTEST:

PETER MCNAMEE, COUNTY CLERK

By Pete E. Lucas
Deputy

PORT SACRAMENTO LAND COMPANY

By [Signature]
By [Signature]
(Seal)

Recommended for approval to the
Board of Supervisors of the County of Yolo:

[Signature]
Director of Public Works

Approved as to form:

[Signature]
County Counsel
Date: 7-6-79

JUVENILE/CRIMINAL COURT PLACEMENT
AGREEMENT FOR DIAGNOSTIC AND TREATMENT
SERVICES AND TEMPORARY DETENTION IN
FACILITIES OF THE DEPARTMENT OF THE YOUTH AUTHORITY

THIS AGREEMENT, made and entered into this 1st day of July, 1979, at Sacramento, California by and between the STATE OF CALIFORNIA, through its duly appointed and qualified Director of the Youth Authority, hereinafter called the STATE, and the COUNTY OF YOLO, hereinafter called the COUNTY.

WHEREAS, Section 1752.1 of the Welfare and Institutions Code of the State of California provides that the Director of the Youth Authority may enter into contracts, with the approval of the Director of Finance, with any COUNTY of this STATE upon request of the Board of Supervisors thereof, wherein the Department of the Youth Authority agrees to provide diagnostic and treatment services and temporary detention during the period of study to the COUNTY of selected cases of persons eligible for commitment to the Department of the Youth Authority.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereto agree as follows:

1. In any case in which:

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- (a) A Juvenile Court or Court of criminal jurisdiction has determined that a person is eligible for commitment to the Youth Authority, and
- (b) said Court concludes that a proper disposition of the case requires such treatment and diagnosis as can be made at a Youth Authority facility, and
- (c) said Court orders such person to be placed in a facility for a period not to exceed 90 days as authorized by Section 704 or Section 1731.6 of the Welfare and Institutions Code, and orders that the Director of the Youth Authority report to the Court its diagnosis and recommendations concerning the person within the 90-day period.

The Department of the Youth Authority shall accept such person if it believes that the person can be materially benefited by such diagnostic and treatment services and if the Director of the Youth Authority certifies that staff and institutions are available. No such person shall be transported to any facility under the jurisdiction of the Department of the Youth Authority until the Director of said Department has notified the referring Court of the place to which said person is to be transported and of the time at which he can be received.

2. COUNTY shall execute the Court Order by transporting such person to the facility indicated by the STATE and returning him therefrom to the Court at no expense to the STATE.

3. The acceptance, temporary detention and delivery of such person shall be in accordance with instructions issued from time to time by the Director of the Youth Authority.

4. STATE shall provide diagnostic and treatment services and temporary detention during the period of study to the COUNTY for such accepted persons; and the Director of said Department shall, within the 90 days, cause such accepted person to be treated and examined and shall forward to the Court his diagnosis and recommendations concerning such person's future care, supervision, and treatment.

5. All such persons while under temporary detention by the STATE pursuant to this contract shall be subject to the rules of the Youth Authority.

6. COUNTY agrees to pay to STATE the sum of \$1,690.00 per month for each case studied, or for periods of less than a full month, COUNTY agrees to pay STATE, 1/30th of the monthly rate per person per day, of temporary detention, such costs having been determined by the Director of the Youth Authority to be necessary to reimburse the STATE for the costs incurred. COUNTY shall be billed for the cost of services for the day the person is received but not for the day the person is removed from the program.

7. Notwithstanding the provisions of Subdivision(a), the Youth Authority shall accept without cost to the COUNTY, any persons remanded pursuant to Section 707.2 of the Welfare and Institutions Code.

8. The total amount of this agreement shall not exceed \$14,520.00.

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9. This agreement may be amended by either party and shall become effective only upon approval by the State of California, Department of Finance and the Department of General Services.

10. STATE shall bill the COUNTY monthly, by means of itemized statements submitted in triplicate form for any such costs, and the COUNTY shall make remittance or payment thereof within thirty (30) days of receipt of any such billing.

Said remittance shall be mailed to:

Department of the Youth Authority
Departmental Accounting Office
4241 Williamsborough Drive
Sacramento, California 95823

11. The period of this Agreement is from July 1, 1979 to June 30, 1980 inclusive; not to exceed one year, provided that the Agreement may be terminated by either party giving 30 days notice in writing.

12. COUNTY, hereinafter also known as Contractor, agrees to conform to the Fair Employment Practices Addendum attached hereto and made a part hereof.

13. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid, and addressed to such party at its address set forth under its signature to this Agreement. Nothing herein contained shall preclude the giving of any such written notice by personal service. The address to which notices shall be mailed as aforesaid to either party may be changed by written notice given by such party to the other, as hereinbefore provided.

STATE OF CALIFORNIA
Department of the Youth Authority

By _____

Title Deputy Director
Management Services Branch

4241 Williamsborough Drive
Address

Sacramento, California
City State

95823
Zip Code

I hereby certify that all conditions for exemption have been complied with and this contract is exempt from Department of Finance and Department of General Services' approval per Exemption Notice No. 409.

Bureau Chief
Management Services Branch

NOTE: A certified copy of the resolution of the Board of Supervisors of the County authorizing the execution of this contract is to be attached to the contract.

COUNTY OF YOLO

By R. C. Marchand

Title Chairman

CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA

YOLO COUNTY BOARD OF SUPERVISORS
Address P. O. Box 1098

725 Court Street, Room 104
City Woodland, California 95695

Zip Code Micro Fiched

APPROVED AS TO FORM

CHARLES R. MACK
COUNTY COUNCIL

By Elizabeth A. Hall

DEPUTY COUNTY COUNCIL

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex, age*, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, sex, age, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section.

2. The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices Commission, or any other agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

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3. Remedies for Willful Violation:

- (a) The State may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgment having that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1426, which has become final, or obtained an injunction under Labor Code Section 1429.
- (b) For willful violation of this Fair Employment Practices provision, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his surety under the performance bond, if any, and the State may deduct from any moneys due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State.

* "It is unlawful employment practice for an employer to refuse to hire or employ, or to discharge, dismiss, reduce, suspend, or demote, any individual between the ages of 40 and 64 solely on the ground of age,..." (Labor Code Section 1420.1)

FILED

JUL - 6 1979

AGREEMENT NO. 79-270-A PETER McNAMEE, Clerk
79-270 By P. E. Jones
DEPUTY

(Pathologist Agreement)

THIS AGREEMENT, made and entered into this 1st day of July, 1979, by and between the County of Yolo, a political subdivision of the State of California (hereinafter referred to as "COUNTY"), and JAMES F. RANDELL, M.D., Pathologist, 635 Anderson Road, Suite #2, Davis, California, 95616 (hereinafter referred to as "CONTRACTOR"),

W I T N E S S E T H:

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RECITALS:

1. The Coroner of the County of Yolo (hereinafter referred to as "CORONER") is required by law to conduct autopsies as provided in Sections 27491 and 27520 of the California Government Code.
2. CONTRACTOR is a duly licensed physician in the State of California and is qualified as a "PATHOLOGIST" capable of providing the expertise necessary to conduct autopsies.
3. COUNTY and CONTRACTOR both desire that CONTRACTOR provide the determination of cause of death in all cases coming within the jurisdiction of CORONER.

AGREEMENTS:

1. CONTRACTOR SHALL:

(a) Provide determination of the medical cause of death in all cases coming within the jurisdiction of CORONER, including but not limited to, autopsies, gross and microscopic examination of tissues. This may require review of toxicology, bacteriological, chemical, and

corrected by
Minute Order No.
79-588, p. 24

1 other medical reports, and such other services as are
2 appropriate to determine the cause of death. These will
3 be submitted to CORONER in all cases, in a typed
4 report.

5 (b) Perform all required autopsies in facilities provided
6 by CORONER unless otherwise agreed between CONTRACTOR
7 and CORONER.

8 (c) Through mutual agreement with CORONER, perform all
9 necessary autopsies in specific cases where an autopsy
10 is required outside of normal working hours/days, which
11 are Monday through Friday, 8:00 a.m. to 5:00 p.m. Micro Fiched

12 (d) Provide a substitute who shall be a California licensed
13 physician and a pathologist to perform services under
14 this agreement should CONTRACTOR be out of Yolo County
15 for an extended period of time. CONTRACTOR assumes all
16 liability for its personnel while on County property.

17 (e) Provide gross and microscopic examination of tissues
18 for analysis as required by CORONER.

19 (f) Provide for restoration of the remains after autopsy
20 including suturing.

21 (g) Agree that all costs of disinterments shall be paid by
22 COUNTY unless upon disinterment of the body, it is
23 discovered that the CONTRACTOR'S diagnosis of the cause
24 of death was incorrect. In the latter event, the cost
25 of disinterment shall be paid by CONTRACTOR; provided,
26 however, CONTRACTOR shall not be liable for cost of

1 disinterment unless he is notified in advance and is
2 allowed to be present or have a representative present
3 at any autopsy after disinterment.

4 2. COUNTY SHALL:

5 (a) Through CORONER have sole discretion and control as to
6 which cases coming under his jurisdiction pursuant to
7 Section 27491 of the California Government Code shall
8 be autopsied.

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9 (b) Through CORONER have sole discretion and control as to
10 lab work, including gross and microscopic tissues and
11 toxicology to be performed. Said discretion will be
12 exercised in order to assure compliance with the
13 California Government Code and will be in coordination
14 with CONTRACTOR.

15 (c) Furnish the necessary toxicology, chemistry, and bac-
16 teriology that is necessary to CONTRACTOR in determin-
17 ing medical cause of death.

18 (d) Furnish to CONTRACTOR the physical facilities necessary
19 to perform gross autopsies, and shall provide assis-
20 tance to CONTRACTOR by another person to assist in the
21 autopsy and specifically to move the body on and off
22 the table. Such assistance shall include the require-
23 ment to fill out requests for toxicology and/or other
24 tests, labeling the various containers of specimens and
25 labeling evidence envelopes of material removed at the
26 time of autopsy.

1 (e) Provide any necessary x-ray examinations; provided,
2 however, that CONTRACTOR shall provide basic interpretation
3 of such x-ray examinations.

4 (f) Have sole discretion through the CORONER in granting
5 permission to be present at any postmortem examination
6 as provided in Section 27491.4 of the Government Code.

7 3. All physicians and other personnel provided by CONTRACTOR
8 and under employment of CONTRACTOR acting within the scope of
9 their authority shall be employees of CONTRACTOR and not of
10 COUNTY. CONTRACTOR shall be responsible for providing all pay-
11 ments and fringe benefits to or on account of said employees, and
12 shall be responsible for all acts or omissions of these employees
13 specifically employed by CONTRACTOR pursuant to this paragraph.

14 4. The term of this agreement shall commence on June 1, 1979,
15 and shall continue through and including June 30, 1982. At any
16 time during the term hereof or any extension thereof, either
17 party may terminate this entire agreement for any reason upon
18 thirty (30) days' written notice to the other.

19 5. CONTRACTOR shall indemnify and save COUNTY and its officers,
20 agents, and employees harmless from any and all losses that may
21 proximately result to, and shall defend COUNTY and its officers,
22 agents, and employees against all claims and actions brought
23 against COUNTY, its officers, agents, and employees because of
24 any act or omission on the part of CONTRACTOR hereunder. COUNTY
25 shall indemnify and save harmless CONTRACTOR and its officers,
26 agents, and employees against all claims and actions brought

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1 against CONTRACTOR, its officers, agents, and employees because
2 of any act or omission on the part of COUNTY hereunder.

3 6. This agreement and the rights and duties thereunder shall
4 not be assigned in whole or in part without the express written
5 consent of the COUNTY.

6 7. It is mutually agreed by and between the parties that if
7 there be any court order barring CONTRACTOR from performing any
8 services hereunder, that COUNTY, in its sole discretion, shall
9 have both of the following rights:

10 (a) To terminate this agreement upon the giving of one (1)
11 days' written notice; and **Micro Fiched**

12 (b) To continue this agreement in full force and effect but
13 to secure the services of any other CONTRACTOR during
14 the period such court order may prevent such services.

15 8. During the term of this agreement, CONTRACTOR shall maintain
16 malpractice insurance covering his activities and that of his
17 employees in the amount approved by COUNTY.

18 9. COUNTY agrees that if CORONER and CONTRACTOR agree to
19 consult with other pathologists or related experts on a CORONER'S
20 case, the fee of said other pathologist or expert will be the
21 responsibility of COUNTY.

22 10. It is specifically understood and agreed that CONTRACTOR is
23 an independent contractor and is not subject to the direction and
24 control of COUNTY except as to final result. CONTRACTOR shall be
25 solely liable and responsible to pay all required taxes and other
26 obligations, including, but not limited to, withholding and

1 Social Security. CONTRACTOR agrees to indemnify and hold COUNTY
2 harmless from any liability which it may incur to the Federal or
3 State Governments as a consequence of this agreement.

4 11. COUNTY agrees to pay PATHOLOGIST for his services under this
5 agreement at the rate of ONE-HUNDRED-SEVENTY-FIVE DOLLARS
6 (\$175.00) per autopsy from June 1, 1979, through June 30, 1980;
7 and at the rate of ONE-HUNDRED-NINETY DOLLARS (\$190.00) per
8 autopsy from July 1, 1980, through June 30, 1981; and at the rate
9 of TWO-HUNDRED DOLLARS (\$200.00) per autopsy from July 1, 1981,
10 through June 30, 1982. Payment shall be made for each calendar
11 month within fifteen (15) calendar days of the end of said
12 calendar month.

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13 IN WITNESS WHEREOF, the parties hereto have executed this
14 agreement the day and year hereinabove set forth.

COUNTY OF YOLO, a political subdivision
of the State of California

15 By:

16 B. A. Marchand
17 CHAIRMAN OF THE BOARD OF SUPERVISORS
18 COUNTY OF YOLO, STATE OF CALIFORNIA

19 ATTEST:

JUL 6 1979

20 PETER McNAMEE, CLERK

21 By:

P. E. Lucas
Deputy

(SEAL)

23 CONTRACTOR:

24 James F. Ransdell
25 JAMES F. RANSELL, M.D.
26

AGREEMENT FOR OBSERVATION AND
TEMPORARY DETENTION IN FACILITIES OF
THE DEPARTMENT OF THE YOUTH AUTHORITY
(Juvenile Court Wards)

THIS AGREEMENT, made and entered into this 1st day of July, 1979, at Sacramento, California by and between the STATE OF CALIFORNIA, through its duly appointed and qualified Director of the Youth Authority, hereinafter called the STATE, and the COUNTY OF YOLO, hereinafter called the COUNTY.

WHEREAS, Section 1752.1 of the Welfare and Institutions Code of the State of California provides that the Director of the Youth Authority may enter into contracts, with the approval of the Director of Finance, with any COUNTY of this STATE upon request of the Board of Supervisors thereof, wherein the Department of the Youth Authority agrees to provide temporary detention and observation of selected cases assigned by the Court to the Department of the Youth Authority in connection with the operation of the Juvenile Court.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereto agree as follows:

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1. In any case in which:

- (a) A minor has been determined by the Juvenile Court of said COUNTY to be a person described by Section 602, Welfare and Institutions Code, and is otherwise eligible for commitment to the Youth Authority, and
- (b) said Court concludes that a disposition of the case in the best interest of the minor requires such observation as can be made by the Youth Authority, and
- (c) said Court order that such a minor be placed temporarily in the confinement of the Department of the Youth Authority for a period not to exceed 90 days as authorized by Welfare and Institutions Code Section 704, and orders that the Director of the Youth Authority report to the Court its observations and recommendations concerning the minor within the 90-day period.

The Department of the Youth Authority shall accept such person if it believes that the person can be materially benefited by such temporary detention and observation and if the Director of the Youth Authority certifies that staff and institutions are available; provided that no such person shall be transported to any facility under the jurisdiction of the Department of the Youth Authority until the Director of said Department has notified the

referring Court of the place to which said person is to be transported and of the time at which he can be received.

2. COUNTY shall execute the Court Order by transporting such person to the facility indicated by the STATE and returning him therefrom to the Court at no expense to the STATE.

3. The acceptance, temporary detention and delivery of such person shall be in accordance with instructions issued from time to time by the Director of the Youth Authority.

4. STATE shall provide temporary detention and observation for such accepted persons for a period not to exceed 90 days. The Director of said Department shall, within the 90 days, cause such accepted person to be observed and examined and shall forward to the Court such observations and recommendations concerning minor's future care, supervision, and treatment. This agreement is limited to such cases deemed by the Court to require observation, study, and temporary detention for preparation of an appropriate diagnostic report. The acceptance of such cases are subject to the availability of beds and the personal approval of the Director of the Youth Authority upon request of the Juvenile Court Judge or Chief Probation Officer only.

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5. All such persons while under temporary detention by the STATE pursuant to this contract shall be subject to the rules of the Youth Authority.

6. COUNTY agrees to pay to STATE the sum of \$1,845.00 for each case studied, such costs having been determined by the Director of the Youth Authority to be necessary to reimburse the STATE for the costs incurred.

7. The total amount of this agreement shall not exceed \$1,845.00.

8. This Agreement may be amended by either party and shall become effective only upon approval by the State of California, Department of Finance and the Department of General Services.

9. STATE shall bill the COUNTY monthly, by means of itemized statements submitted in triplicate form for any such costs, and the COUNTY shall make remittance or payment thereof within thirty (30) days of receipt of any such billings.

Said remittance shall be mailed to:

Department of the Youth Authority
Departmental Accounting Office
4241 Williamsborough Drive
Sacramento, California 95823

10. The period of this Agreement is from July 1, 1979 to June 30, 1980, inclusive; not to exceed one year, provided that the Agreement may be terminated by either party giving 30 days notice in writing.

11. COUNTY, hereinafter also known as Contractor, agrees to conform to the Fair Employment Practices Addendum attached hereto and made a part hereof.

12. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid, and addressed to such party at its address set forth under its signature to this Agreement. Nothing herein contained shall preclude the giving of any such written notice by personal service. The address to which notices shall be mailed as aforesaid to either party may be changed by written notice given by such party to the other, as hereinbefore provided.

STATE OF CALIFORNIA
Department of the Youth Authority

By _____

Title Deputy Director
Management Services Branch

4241 Williamsborough Drive
Address

Sacramento, California
City State

95823
Zip Code

COUNTY OF YOLO

BY Billy A. Marchand
Chairman
Title CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA

YOLO COUNTY BOARD OF SUPERVISORS
Address P. O. Box 1009
725 Court Street, Room 104
Woodland, California 95695
City

Zip Code _____

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I hereby certify that all conditions for exemption have been complied with and this contract is exempt from Department of Finance and Department of General Services' approval per Exemption Notice No. 408.

APPROVED AS TO FORM

CHARLES R. MACK
COUNTY COUNSEL

BY Elizabeth A. Hall
DEPUTY COUNTY COUNSEL

Bureau Chief
Management Services Branch

NOTE: A certified copy of the resolution of the Board of Supervisors of the County authorizing the execution of this contract is to be attached to the contract.

78B-1075B

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex, age*, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, sex, age, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section.

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2. The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices Commission, or any other agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

3. Remedies for Willful Violation:

(a) The State may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgment having that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1426, which has become final, or obtained an injunction under Labor Code Section 1429.

(b) For willful violation of this Fair Employment Practices provision, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his surety under the performance bond, if any, and the State may deduct from any moneys due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State.

* "It is unlawful employment practice for an employer to refuse to hire or employ, or to discharge, dismiss, reduce, suspend, or demote, any individual between the ages of 40 and 64 solely on the ground of age,..." (Labor Code Section 1420.1)

Yolo County
Agreement No. 79-272
COLLEGE WORK-STUDY PROGRAM AGREEMENT

FILED

JUL 10 1979

Between
University of California, Davis
and
Off-Campus Organization

PETER McNAMEE, Clerk
By Barbara A. Rodgers
DEPUTY

THIS AGREEMENT, entered into this _____ first day
of July, 1979, by and between THE REGENTS OF THE UNIVERSITY
OF CALIFORNIA, a California corporation, hereinafter called "University," and
YOLO COUNTY DEPARTMENT OF AGRICULTURE, a (4) COUNTY
(nonprofit organization), hereinafter called "Organization,"

W I T N E S S E I T H

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WHEREAS, the University has applied for a grant by the U.S. Commissioner of Education pursuant to Title I, Part C, of the Economic Opportunity Act of 1964, Public Law 88-452, as amended, and has been amended by the Higher Education Act of 1965, Public Law 89-329 and Public Law 90-82 approved September 6, 1967, and has been amended by the Educational Amendments of 1972, Public Law 92-318 and the Educational Amendments of 1976, Public Law 94-482, to stimulate and promote the part-time employment of students, particularly those with great financial need, who are in need of earnings from such employment in order to pursue courses of study at institutions of higher education such as the University; and,

WHEREAS, the University and the Organization desire that certain of the University's students engage in work for public and certified tax exempt private nonprofit organizations under the Work-Study Program authorized by the Act; and,

WHEREAS, the Organization is in a position to utilize the services of such students;

NOW, THEREFORE, the parties hereto agree as follows:

1. This agreement shall supersede any and all prior agreements between the University and the Organization regarding the operation of a Work-Study Program under the provisions of the College Work-Study Program.

2. The University shall be considered the employer for purposes of this agreement. It has the ultimate right to control and direct the services of the students for the Organization. It shall also determine that the student meet the eligibility requirements for employment under the College Work-Study Program, refer students to work for the Organization, and determine that the students do perform their work in fact. The Organization's right shall be limited to direction of the details and means by which the result is to be accomplished.

Copy

3. The University further agrees to use its best efforts to supply students of proper capability but in no event shall be liable to the Organization for their acts of commission or omission.

4. The University of California does not discriminate on the basis of race, color, national origin, religion, sex or handicap in violation of Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, or Sections 503 and 504 of the Rehabilitation Act of 1973; nor does the University discriminate against any employee or applicants for employment on the basis of their age or veteran's status in violation of the Age Discrimination in Employment Act of 1967 or Section 402 of the Vietnam Era Veterans Readjustment Act of 1974. No student shall be denied participation in the Work-Study Program in violation of such laws.

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5. The Organization shall use the services of students furnished by the University who are eligible to participate in the Work-Study Program and who are qualified and acceptable to the Organization. The specific services to be performed by said students and the rate of compensation therefore are set forth on the attached Exhibit "A," which is incorporated herein.

6. This agreement shall be subject to the availability of funds to the University for the student's compensation not to be paid by the Organization. It shall also be subject to the provisions contained in the Federal statutes and regulations governing the College Work-Study Program cited above, and this agreement, in its entirety, as now amended, or from time to time amended, shall be subject to regulations implementing said legislation.

7. The work performed by such students shall be in the public interest and shall not:

a. Displace employed workers, impair existing contracts for services; nor fill positions that are vacant because the employer's regular employees are on strike.

b. Involve any partisan or nonpartisan political activity associated with a candidate or with a contending faction or group in an election for public or private office.

c. Involve any lobbying on the Federal or State levels.

d. Involve the construction, operation, or maintenance of any facility that is used or is to be used for sectarian instruction or as a place for religious worship.

8. It is agreed that neither the University nor the Organization shall have any obligation to provide transportation for students to and from their work assignments or for compensation in lieu thereof.

9. The Organization agrees to:

a. Provide orientation to the student with regard to hours of duty, place of duties, working conditions, briefing on safety, standards of conduct and a familiarization with the Organization procedures.

b. Provide the student with an explanation of his/her duties, performance, requirements in terms of quality, quantity, methods and priorities, and the necessary basic corrective and progressive training.

c. Supervise the services of students participating in the Work-Study Program.

d. Make a report to the University of time worked by students participating in the program, indicating the total hours actually worked each week and containing the supervisor's certification as to the accuracy of the hours reported and of satisfactory performance on the part of the students, at least monthly. Micro Fiched

e. Allow no student to work for more than an average of nineteen (19) hours per week over a quarter, or other term used by the University in awarding credits to the student, during which the student is enrolled in classes (excluding any period during which the student is on vacation), and for not more than forty (40) hours in any week.

f. Reimburse the University for at least twenty percent (20 %) of the total compensation to be paid to students participating in the program at such times as are agreed upon with the University in writing. The reimbursement to the University shall not be requested more often than on a monthly basis.

g. Reimburse the University for 100% of any compensation earned in excess of the maximum eligibility of the student.

10. Compensation to be paid to the students participating in the program will be appropriate, reasonable and in line with wages paid to other persons in the same geographical location who are performing jobs of an identical or similar nature and should be appropriate also with regard to wage rates of permanent agency employees who are performing similar tasks. Rate of compensation shall be subject to approval by the University.

11. Compensation of students for work performed on a project under this agreement will be disbursed--and all payments due as an employer's contribution under State or local workers' compensation laws, under Federal or State Social Security laws, or under other applicable laws, will be made--by the University. Students under the Work-Study Program are not eligible for sick leave, vacation, premium pay for overtime, or holiday time.

12. It is agreed that the University either on its own initiative or at the request of the Organization shall have the right and power to remove students from work on a specified work assignment, and that the students themselves upon reasonable notice shall have the right to terminate employment.

13. The University can discharge a student from Work-Study employment is she/he ceases to be enrolled in less than a half-time unit course load.

14. The University can require the student to terminate Work-Study employment due to his/her receiving other financial resources which exceed the student's financial need. This may be necessary without prior notice, although the University will attempt to notify the Organization in advance.

15. This agreement may be cancelled by either party if there is a failure to comply with the provisions of the agreement.

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16. The Organization agrees to indemnify the University and hold it harmless from and against any and all claims or liability for property damage or personal injury incurred by a third party that may result directly or indirectly from the acts or omissions of student participants while under the direction, supervision or control of the Organization.

17. This agreement shall terminate on the thirtieth day of June, 19 80, unless sooner terminated, and shall be subject to extension by the mutual agreement of the parties hereto in writing.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By

F. W. Hill

Fredric W. Hill
Associate Dean for Research

COUNTY OF YOLO

By

Boyd A. Markland

Chairman
CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA

APPROVED AS TO FORM

CHARLES R. MACK
COUNTY COUNSEL

By

Elizabeth A. Hall
DEPUTY COUNTY COUNSEL

12/5/78

Please use this form to update your last Exhibit "A" (which has been included for your reference). Return one copy with your signed Agreement and retain the second copy for your office record.

EXHIBIT "A"

Micro Fiched

Name of Organization with which written College Work-Study Program Agreement has been made:

YOLO COUNTY DEPARTMENT OF AGRICULTURE

NAME OF ORGANIZATION

70 Cottonwood Street

ADDRESS

Woodland, California 95695

CITY

David D. Rowlands

NAME OF DIRECTOR OR PRESIDENT

Herbert W. Chandler

ORGANIZATION'S CONTACT PERSON
FOR THE WORK-STUDY PROGRAM

A general job description of work activities in which the student will be engaged:

STUDENT AIDE
\$3.00 MINIMUM

Under close direction and supervision, the student/s will: be working in Animal Control

Hourly Wage 4.21

Door to Door Dog Licensing Survey.

Number of Students Two

BA
Yolo County
Agreement No. 79-273

Local Agency County of Yolo
June 10, 1979
Supplement No. 9
To Local Agency-State
Agreement No. 01-5922
03-Yol-0-CR
SRS-0113 (002)
Union School Sl. @ CR 95
Willow Slough @ CR 95

PROGRAM

OF

LOCAL AGENCY FEDERAL AID SAFETY IMPROVEMENT PROJECTS

IN THE

Micro Fiched

COUNTY OF YOLO

Local Agency

Pursuant to the Federal Highway Safety Act, the attached "Program" of Federal Aid Projects marked "Exhibit B" is hereby incorporated in that Master Agreement for the Federal-Aid Program which was entered into between the above named LOCAL AGENCY and the STATE on _____, and is subject to all of the terms and conditions thereof.

The subject program is adopted in accordance with Paragraph 2 of Article II of the aforementioned agreement under authority of City/County Resolution No. _____ approved by the City Council/County Board of Supervisors on _____ (See copy attached).

COUNTY OF YOLO

Local Agency

X By Peter A. Morch
Chairman, Board of Supervisors

Approved for State

Attest: Peter McManee
Clerk

By John E. Lucas Deputy

JUL 11 1979

District Director of Transportation

Date

District 03
Department of Transportation

Form DH-OLA-431 (Rev. 3/78)

I hereby certify upon my own personal knowledge that budgeted funds are available for this reimbursement.	
Chapter	359
Section	1978
Item	158(A)
Fiscal Year	1978-79
Accounting Officer	172-57500
Fiscal Code	220
Category	AF 53C
Fund Source	HCS

Approved as to Form

Dated

[Signature]
County Counsel of Yolo County

PROGRAM

EXHIBIT B

OF

LOCAL AGENCY FEDERAL SAFETY IMPROVEMENT PROJECTS

03-Yol-0-CR

Date: June 18, 1979

PROGRAM SUPPLEMENT NO.: 9
to Master Agreement No. 03-5922Local Agency: County of
Yolo

Project No.	Location & Description	Total Cost Est.	Federal Funds	Matching Funds*
<u>CONSTRUCTION</u>				
SRS-0113(002)	In the County of Yolo on CR 95 at Union School Slough and Willow Slough. Construct bridges to replace existing bridges by Contract.	\$ 74,750 (Union School Sl.)	\$ 67,275	\$ 7,475
		\$ 99,500 (Willow Sl.)	\$ 89,550	\$ 9,950
	TOTAL	\$174,250	\$156,825	\$17,425
<u>PRELIMINARY ENGINEERING</u>				
SRS-000S(046)	Preliminary Engineering	\$ 8,000 (Union School Sl.)	\$ 7,200	\$ 800
		\$ 9,500 (Willow Slough)	\$ 8,550	\$ 950
	TOTAL	\$ 17,500	\$ 15,750	\$ 1,750

*Local Agency Funds
unless otherwise
specified
\$ 1,750

Special Covenants or Remarks: 1. The County will act as the Administrator for the project.

2. In awarding, or agreeing to award the contract, the Local Agency agrees the payment of Federal Funds will be limited to the detail estimate amount approved by the Federal Highway Administration in the Federal-Aid Project Agreement (PR-2), or its modification (PR-2A), and accepts any increases in Local Agency contribution.

FILED

JUL 20 1979

AGREEMENT NO. 79-274
COUNTY OF YOLO, CALIFORNIA
CONTRACT AGREEMENT

PETER McNAMEE, Clerk
By *Barbara Holger*
DEPUTY

THIS AGREEMENT, made and entered into this 10th day
of July, 19 79, by and between

JAMES M. SYAR, AN INDIVIDUAL

hereinafter termed "Contractor," and the County of Yolo,
hereinafter termed "County";

Micro Fiched

W I T N E S S E T H

WHEREAS, the Board of Supervisors of said County has
awarded a contract to Contractor for performing the work
hereinafter mentioned in accordance with the Contractor's
accepted proposal:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE I - That for and in consideration of the payments
and agreements hereinafter mentioned, to be made and performed
by the said County, and under the conditions expressed in the
two bonds, bearing even date with this contract, and hereunto
attached, the said Contractor agrees with said County at his
own proper cost and expense, to do all the work and furnish
all the materials, except such as are mentioned in the
specifications and plans to be furnished by said County necessary
to construct and complete in a good workmanlike and substantial
manner and to the satisfaction of the Department of Public
Works, of the County of Yolo,

the Asphalt Concrete Overlay of Portions of County Roads 13,

14, 87 and 98 - Alternate "A"; County Roads 13, 14 and 87
-Alternate "B"

(Description and Location of Project)

in accordance with the special provisions, and specifications
of the County of Yolo, which said special provisions and
specifications are hereby specifically referred to and by
such reference made a part hereof.

The work to be done is shown upon a set of plans entitled County of Yolo, Department of Public Works,

F.A.S. Overlay Contract No. 1

(Plan Index No. _____)

(WO #4276 _____)

Approved (January 4, 1979) (date), by the Director of Public Works, which said set of plans is hereby made a part of this contract. Micro Fiched

ARTICLE II - The said County hereby fixes the time for commencement of said work to be within fifteen (15) days next after the date of the Notice to Proceed and for its completion to be within thirty (30) working days next after the date of the Notice to Proceed; and further promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions above set forth; and the County and the Contractor for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE IV - It is further agreed and stipulated, in accordance with the provisions of the California Labor Code, that the Board of Supervisors of the County of Yolo has ascertained the general prevailing wage rates applicable for the work to be done, and that said prevailing wage rates are as specified in the Notice to Contractors as being adopted by the Board of Supervisors in that certain resolution which resolution is hereby referred to for a statement of said rates and said rates are incorporated herein by this reference as governing the minimum wages.

ARTICLE V - And the said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage, arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the County of Yolo, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them, to wit:

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Item No.	Description	Estimated Quantity	Unit Figures (In Figures)	Total Price (In Figures)
1	Alternate A Asphaltic Emulsion Paint Binder, SS-1	55 T.	\$250.00	\$13,750.00
2	Paving Asphalt AR-4000	1195 T.	17.70	21,151.50
3	Aggregate AC-Type B	22,540 T.	17.70	398,958.00
Total Alternate "A"				\$433,859.50

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands the year and date first above written.

APPROVED:

Ron McNamee
(County Counsel)
7-20-79

COUNTY OF YOLO

BY *Bl. C. McNamee*
Chairman of the Board of
Supervisors

ATTEST:

PETER McNAMEE, Clerk

By *Pat E. Lucas*, Deputy BY *James M. Syar*

James M. Syar, an Individual

P O. Box 1272

Vallejo, CA 94590

Contractor & Address

Licensed in accordance with
an act providing for the
registration of Contractors,
License No. 325241

KNOW ALL MEN BY THESE PRESENTS:

That we, JAMES M. SYAR AN INDIVIDUAL, as
Principal, and INDUSTRIAL INDEMNITY COMPANY, a
Corporation organized and existing under the laws of the
State of CALIFORNIA, and duly authorized to
transact business under the laws of the State of California
as Surety, are held and firmly bound unto the COUNTY OF YOLO,
CALIFORNIA, herein called Entity, duly created and existing
under and by virtue of the laws of the State of California,
as obligee, in the just and full sum of FOUR HUNDRED THIRTY-THREE

THOUSAND EIGHT HUNDRED FIFTY NINE AND 50/100-----
DOLLARS (\$433,859.50), (Not less than 50% of the total
contract price) in lawful money of the United States of
America for the payment whereof well and truly to be made
to said Entity, the said Principal and Surety bind themselves,
their successors and assigns, jointly and severally, firmly
by these presents.

Micro Fiched

THE CONDITION of the foregoing obligation is such that
WHEREAS, the above-bounden Principal has entered into a
contract of even date herewith, with the Entity, which said
contract is incorporated herein by reference, and made a
part hereof, for all purposes, as though fully set forth
herein, or attached hereto, said work to be done and improve-
ment to be made being particularly described in the plans,
detailed drawings, special provisions, and specifications
entitled

F.A.S. Overlay Contract No. 1

(Plan Index No.) Work Order No. 4276

and any changes and modifications which have been or may be
made therein as provided by law, reference to which said
documents is hereby made for a full and detailed description
of said proposed work and improvements, and for further
particulars, and which said documents are hereby incorporated
herein and made a part hereof by reference thereto.

NOW, THEREFORE, if the above-bounden Principal, Contractor,
Company, or Corporation or its subcontractor, shall well and
truly perform the work contracted to be done under said
contract, then this obligation to be null and void; otherwise
to remain in full force and effect.

FILED

JUL 20 1973

PETER McNAMEE, Clerk
By Barbara Rodgers
DEPUTY

No prepayment or delay in payment and no change, extension, addition or alteration of any provision of said contract or in said plans, profiles, detailed drawings and specifications and no forbearances on the part of said Entity shall operate to relieve any surety or sureties from liability on this bond, and consent thereto without notice to or consent by such surety is hereby given, and the said surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

SIGNED AND SEALED this 11th day of JULY, 1979.

WITNESS:

By:

James M. Syar Micro Fiched
James M. Syar, an Individual
"Principal"

Approved as to form:

INDUSTRIAL INDEMNITY COMPANY

Don M. Host
7-20-79

By:

J. M. Albada
J. M. ALBADA Attorney-in-fact
OK. 7-20-79
MAR

STATE OF CALIFORNIA
County of San Francisco

On the 11th day of July in the year
One Thousand Nine Hundred and Seventy-Nine, before me
Molly O. Jansen, a Notary Public in and for
the County of San Francisco, personally appeared
J. M. Albada known to me to be the person whose name is
subscribed to the within instrument as the Attorney-in-fact
of the Industrial Indemnity Company and acknowledged to me that
he subscribed the name of the Industrial Indemnity Company
thereto, as principal and his own name as Attorney-in-fact.

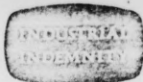
Molly O. Jansen
Notary Public in and for the
City and County of
San Francisco
County of



June 17, 1983
State of California
My Commission Expires

(Seal)

Power of Attorney



HOME OFFICE SAN FRANCISCO

Know all men by these presents:

That INDUSTRIAL INDEMNITY COMPANY, a corporation organized and existing under the laws of the State of California, and having its principal office in the City of San Francisco, State of California, does hereby make, constitute and appoint

J. M. ALBADA

its true and lawful attorney-in-fact for it and in its name, place and stead to execute on its behalf as surety, bonds, undertakings, stipulations, consents and all contracts of suretyship and to attach its corporate seal to such obligations in favor of all obligees, provided that the liability of the Company as surety under his authority in no one instance shall exceed the sum of

UNLIMITED

and reserving to itself full power of substitution and revocation.

This Power of Attorney is made and executed in accordance with the Resolution adopted by the Board of Directors of INDUSTRIAL INDEMNITY COMPANY at a meeting held on the 27th day of September, 1972, reading as follows:

"RESOLVED, that the Chairman of the Board of President or Executive Vice President or Senior Vice President of the Company, in conjunction with the Secretary or an Assistant Secretary of this Company, be and he hereby is authorized to execute, acknowledge or verify Powers of Attorney qualifying selected attorneys-in-fact to act under such Powers of Attorney to execute on behalf of Industrial Indemnity Company bonds, undertakings, stipulations, consents and all contracts of suretyship, and to attach the corporate seal thereto;

"RESOLVED, FURTHER, that the signatures of said officers so authorized by this Company may be printed facsimile, lithographed or otherwise produced, and that the facsimile signature of any person who shall have been such officer of this Company at the time of such execution, acknowledgment or verification may continue to be used for the purpose hereinabove stated and will be binding on this Company, notwithstanding the fact that he may have ceased to be such officer at the time when such instruments shall be issued."

In witness whereof, INDUSTRIAL INDEMNITY COMPANY has caused these presents to be signed and its corporate seal to be affixed by its proper officers, at the City of San Francisco, California, this 1st day of December, 1976.

Attest:

INDUSTRIAL INDEMNITY COMPANY



Roxani M. Gillespie
Roxani M. Gillespie Secretary

By *J. G. LaPlante*
J. G. LaPlante
Senior Vice President

Micro Fiched

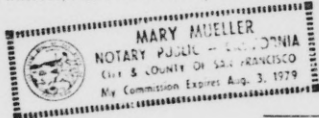
STATE OF CALIFORNIA
CITY AND COUNTY OF SAN FRANCISCO } ss.

On this 1st day of December, 1976, before me, Mary Mueller
a notary public in and for the City and County of San Francisco, State of California, personally appeared

J. G. LaPlante and Roxani M. Gillespie

known to me to be the Senior Vice President and Secretary of the corporation which executed the within instrument, and acknowledged to me that such corporation executed the same, and that the resolution referred to in the preceding instrument is a true and correct copy of the resolution duly passed at a meeting of the Board of Directors on September 27, 1972, and that the same is in full force and effect.

In witness whereof, I have hereto set my hand and affixed my official seal the day and year in this certificate first above written.



Mary Mueller
Mary Mueller
Notary Public in and for the City and County
of San Francisco, State of California

I, L. E. Mulryan, Secretary of INDUSTRIAL INDEMNITY COMPANY, do hereby certify that I have compared the Power of Attorney granted herein and the Resolution recited herein with the originals now on file in the principal office of said Company, and that the same are correct transcripts therefrom and of the whole of the said originals, and that said Power of Attorney has not been revoked but is still in full force and effect.

In witness whereof, I have hereunto subscribed my name as such officer and affixed the seal of INDUSTRIAL INDEMNITY COMPANY at the City of San Francisco, California, this 11th day of July, 1979.

SEAL

L. E. Mulryan
L. E. Mulryan, Secretary

PREMIUM PAID IN PERFORMANCE BOND

PAYMENT BOND ON PUBLIC WORK

FILED

JUL 20 1979

KNOW ALL MEN BY THESE PRESENTS:

PETER McNAMEE, Clerk

That We, JAMES M. SYAR AN INDIVIDUAL

By

Eulalia Colgers
DEPUTY

Principal, and INDUSTRIAL INDEMNITY COMPANY, a Corporation organized and existing under the laws of the State of CALIFORNIA, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the COUNTY OF YOLO, California, herein called Entity, duly created and existing under and by virtue of the laws of the State of California, and unto any and all persons entitled to file claims under Section 3181 of the Civil Code of the State of California, and this bond shall inure to the benefit of any and all such persons so as to give them a right of action to them or their assigns in any suit brought upon this bond, and whose claims have not been paid by the Contractor, company or corporation, in the just and full sum of FOUR HUNDRED THIRTY-THREE

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THOUSAND EIGHT HUNDRED FIFTY NINE AND 50/100-----
DOLLARS (433,859.50) (not less than 50% of the total contract price) in lawful money of the United States of America, for the payment whereof well and truly to be made to said COUNTY OF YOLO and to said persons jointly or severally, the said Principal and surety bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION of the foregoing obligation is such that WHEREAS, the above-bounden Principal has entered into a contract of even date herewith, with the entity, which said contract is incorporated herein, by reference, and made a part hereof, for all purposes, as though fully set forth herein, or attached hereto, said work to be done and improvement to be made being particularly described in the plans, detailed drawings and specifications entitled

F.A.S. Overlay Contract No. 1

(Plan Index No.) (W.O. # 4276)

reference to which said documents and any changes and modifications which have been or may be made therein as provided by law, is hereby made for a full and detailed description of said proposed work and improvements, and for further particulars, and which said documents are hereby incorporated herein and made a part hereof by reference thereto.

Company or Corporation or its subcontractor, fails to pay any of the persons named in Section 5481 of the Civil Code of the State of California, or amount due under the Unemployment Insurance Code of the State of California with respect to work or labor performed by such claimant in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, the surety on this bond will pay the same, in an amount not exceeding the sum specified in this bond, provided that any and all claims hereunder shall be filed and proceedings had in connection therewith as required by the provisions of Chapter 7 of Title 15 of Part Four of Division III of the Civil Code of California, providing for contractor's bond; provided, also that in case suit is brought upon this bond, a reasonable attorney's fee shall be awarded by the Court to the prevailing party in said suit; said attorney's fee to be fixed as costs in said suit, and to be included in the judgment therein rendered.

No prepayment or delay in payment and no change, extension, addition or alteration of any provision of said contract or in said plans, profiles, detailed drawings and specifications and no forbearance on the part of said entity shall operate to relieve any surety or sureties from liability on this bond, and consent given and the said surety hereby waives the provisions of Sections 2849 and 2845 of the Civil Code of the State of California.

SIGNED AND SEALED this 11th day of July, 1979.

Micro Fiched

WITNESS:

By

By

James M. Syar, an Individual

"Principal"

INDUSTRIAL INDEMNITY COMPANY

"Surety"

Approved as to form:

By

J. M.

ALBADA, Attorney-in-fact

Attorney for Entity

9-20-79

OK-7-20-79

On this 11th day of July

in the year One Thousand

Nine Hundred and Seventy-Nine

, before me, Molly O. Jansen

, a Notary Public in and for the County of San Francisco personally appeared J. M. Albada

known to me to be the person whose name is subscribed to the within instrument as the Attorney-in-fact of the Industrial Indemnity Company and acknowledged to me that he subscribed the name of the Industrial Indemnity Company hereto as Principal and his own name as Attorney-in-fact.

Molly O. Jansen
Notary Public in and for the
County of San Francisco

State of California

My Commission Expires June 17, 1983

(Seal)



Power of Attorney

HOME OFFICE - SAN FRANCISCO

Know all men by these presents:

That INDUSTRIAL INDEMNITY COMPANY, a corporation organized and existing under the laws of the State of California, and having its principal office in the City of San Francisco, State of California, does hereby make, constitute and appoint

J. M. ALBADA

its true and lawful attorney-in-fact for it and in its name, place and stead to execute on its behalf as surety, bonds, undertakings, stipulations, consents and all contracts of suretyship and to attach its corporate seal to such obligations in favor of all obligees, provided that the liability of the Company as surety under his authority in no one instance shall exceed the sum of

UNLIMITED

and reserving to itself full power of substitution and revocation.

This Power of Attorney is made and executed in accordance with the Resolution adopted by the Board of Directors of INDUSTRIAL INDEMNITY COMPANY at a meeting held on the 27th day of September, 1972, reading as follows:

"RESOLVED, that the Chairman of the Board or President or Executive Vice President or Senior Vice President of the Company, in conjunction with the Secretary or an Assistant Secretary of this Company, be and he hereby is authorized to execute, acknowledge or verify Powers of Attorney qualifying selected attorneys-in-fact to act under such Powers of Attorney to execute on behalf of Industrial Indemnity Company bonds, undertakings, stipulations, consents and all contracts of suretyship, and to attach the corporate seal thereto;

"RESOLVED, FURTHER, that the signatures of said officers so authorized by this Company may be printed facsimile, lithographed or otherwise produced, and that the facsimile signature of any person who shall have been such officer of this Company at the time of such execution, acknowledgment or verification may continue to be used for the purpose hereinabove stated and will be binding on this Company, notwithstanding the fact that he may have ceased to be such officer at the time when such instruments shall be issued."

In witness whereof, INDUSTRIAL INDEMNITY COMPANY has caused these presents to be signed and its corporate seal to be affixed by its proper officers, at the City of San Francisco, California, this 1st day of December, 1976.

Attest:

INDUSTRIAL INDEMNITY COMPANY



Roxani M. Gillespie
Roxani M. Gillespie, Secretary

By

J. G. LaPlante
J. G. LaPlante
Senior Vice President

Micro Fiched

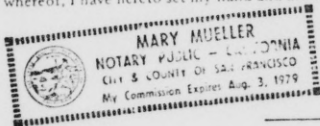
STATE OF CALIFORNIA
CITY AND COUNTY OF SAN FRANCISCO } ss.

On this 1st day of December, 1976, before me, Mary Mueller
a notary public in and for the City and County of San Francisco, State of California, personally appeared

J. G. LaPlante and Roxani M. Gillespie

known to me to be the Senior Vice President and Secretary of the corporation which executed the within instrument, and acknowledged to me that such corporation executed the same, and that the resolution referred to in the preceding instrument is a true and correct copy of the resolution duly passed at a meeting of the Board of Directors on September 27, 1972, and that the same is in full force and effect.

In witness whereof, I have hereto set my hand and affixed my official seal the day and year in this certificate first above written.



Mary Mueller
Mary Mueller
Notary Public in and for the City and County
of San Francisco, State of California

I, L. E. Mulryan, Secretary of INDUSTRIAL INDEMNITY COMPANY, do hereby certify that I have compared the Power of Attorney granted herein and the Resolution recited herein with the originals now on file in the principal office of said Company, and that the same are correct transcripts therefrom and of the whole of the said originals, and that said Power of Attorney has not been revoked but is still in full force and effect.

In witness whereof, I have hereunto subscribed my name as such officer and affixed the seal of INDUSTRIAL INDEMNITY COMPANY at the City of San Francisco, California, this 11th day of July, 1979.

SEAL

L. E. Mulryan
L. E. Mulryan, Secretary

AGREEMENT NO. 79-275

Agreement to provide outpatient primary and health care services)

THIS AGREEMENT made and entered into this 10th day

of July, 1979, by and between the COUNTY OF YOLO, a political
subdivision of the State of California, hereinafter called COUNTY, and Davis
Free Clinic, a non-profit corporation, hereinafter called PROVIDER.

W I T N E S S E T H:

RECITALS:

Micro Fiched

1. COUNTY is obligated by State Health and Safety Code sections 1442 through 1442.5 inclusive as amended by SB154 to provide for the health and medical care of indigents within its jurisdiction.
2. COUNTY does not have the facilities to itself provide the hereinabove recited required care in all population centers within its jurisdiction, in particular within the City of Davis.
3. PROVIDER is an outpatient primary and health care clinic operating within the City of Davis and possesses the facilities to provide said care.
4. PROVIDER has provided outpatient primary and health care, not limited to indigents, for COUNTY in the past.
5. COUNTY'S ability to provide outpatient primary and health care services within the City of Davis has been further limited by the passage of Proposition 13.
6. COUNTY and PROVIDER are, therefore, desirous of entering into a contract for providing certain outpatient primary and health care services detailed herein.

AGREEMENTS:

1. PROVIDER'S SERVICE OBLIGATIONS: In consideration of COUNTY'S promises contained in hereinafter recited agreements, PROVIDER agrees to:

A. Provide general outpatient primary and health care services,

1 exemplified but not limited to general health counseling, laboratory procedures,
2 physical examinations, minor surgery, prescriptions, immunizations, venereal
3 disease, treatment, pregnancy testing, and family planning, excluding those
4 particular services funded by sources other than COUNTY.

5 B. Prepare, produce and upon request of COUNTY hereinafter in Agreement
6 4 designated representatives present a financial report and a statistical
7 report of services rendered under the provisions of this Agreement, the
8 statistical report in the format of Exhibit "A" attached hereto and incorpor-
9 ated herein by reference thereto, within two weeks of the last day in each
10 quarter during which services were rendered under the provisions of this
11 Agreement.

Micro Fiched

12 C. All funds advanced and not spent by the end of the contract period
13 will be returned to COUNTY unless an extension for the use of these funds is
14 granted by the Board of Supervisors.

15 D. 1. To maintain proper and adequate records and ledgers sufficient to
16 enable an audit of the program which is the subject of this agreement, and to
17 make said ledgers and records available to a COUNTY selected auditor upon
18 reasonable request of COUNTY.

19 2. To establish and maintain accounting procedures which meet
20 normally accepted accounting practices and principles, and to comply with the
21 recommendations of COUNTY'S auditor for the purpose of establishing and main-
22 taining such accounting practices and fulfilling the terms of this agreement.

23 E. To comply with Title VI and VII of the Civil Rights Act of 1964, and
24 with the Constitution and applicable laws of the State of California in its
25 procurement and employment practices and in the providing of services recited
26 herein above in Agreement 1 a.

27 F. Without limiting PROVIDER'S Agreement recited hereinafter in
28 Agreement 1 g, to indemnify COUNTY, to maintain in force at all times during

1 the performance of this agreement, a policy or policies of insurance suffi-
2 cient to fully cover its operations. PROVIDER further agrees not to cancel or
3 reduce the amount of coverage of any of the aforesaid insurance without giving
4 notice in writing at least ten (10) days in advance of such cancellation or
5 modification to COUNTY, and agrees to abide with reasonable requirements
6 imposed by COUNTY upon said cancellation or modification. During all times
7 during the performance of this agreement, PROVIDER will, at its sole cost,
8 maintain Workmen's Compensation Insurance fully covering all employees of
9 PROVIDER. Micro Fiched

10 G. To indemnify, defend and hold harmless COUNTY, its officers, agents,
11 and employees from and against any and all claims, losses, liabilities, or
12 damages, including attorney's fees arising out of or resulting from the
13 performance of this agreement, caused in whole or in part by any negligent act
14 or omission of PROVIDER or anyone directly or indirectly employed by PROVIDER
15 regardless of whether or not it is caused in part by a party indemnified
16 hereunder.

17 H. Designate a representative within two weeks of the execution of this
18 agreement by written notice to COUNTY'S representatives designated in herein-
19 after recited Agreement 4; and to notify COUNTY in the same manner of any
20 changes in PROVIDER'S Representatives.

21 2. COUNTY'S SERVICE OBLIGATION: In consideration of PROVIDER'S promises
22 contained herein recited Agreements, COUNTY agrees to:

23 A. Designate representatives in hereinafter recited Agreement 4,
24 responsible to:

25 1) Review the statistical report prepared in accordance with
26 hereinabove recited agreement 1 b.

27 2) Authorize payment to PROVIDER.

28 3) Evaluate the services provided by PROVIDER for their utility

1 to COUNTY in future fiscal years.

2 B. Provide such expendable goods, preparations, vaccines, laboratory
3 tests or medicines as are appropriate in the joint judgment of both parties'
4 designated representatives and consistent with previous fiscal year arrange-
5 ments to provide said goods, preparations, vaccines, laboratory tests, or
6 medicines between PROVIDER and COUNTY'S Health Department.

7 C. COUNTY'S designated representatives will give prompt attention to
8 claims for payment submitted by PROVIDER.

9 3. PAYMENT: In consideration of PROVIDER'S promises contained herein
10 recited Agreement, COUNTY agrees to:

Micro Fiched

11 A. Upon execution of this Agreement and presentation of a claim in
12 hereinafter format pay to PROVIDER FIVE THOUSAND EIGHTY DOLLARS AND TWENTY
13 FIVE CENTS (\$5,080.25), representing an advance of funds for the
14 first quarter of the term of this Agreement.

15 B. Upon submission each quarter in accordance with the time frames of
16 hereinabove recited Agreement 1b, to COUNTY'S designated representative of an
17 invoice which includes:

18 1) A detailing of expenditures in accordance with Exhibit "B"
19 attached hereto and incorporated by reference thereto; and

20 2) The statistical report recited herein above in Agreement 1 b;
21 pay PROVIDER FIVE THOUSAND EIGHTY DOLLARS AND TWENTY FIVE CENTS (\$5,080.25).
22 representing an advance of funds for the second, third and fourth quarters
23 of the term of this Agreement up to the hereinafter recited in Agreement 3 c
24 Maximum.

25 C. The maximum total payment to PROVIDER for performance under the
26 terms of this Agreement will not exceed TWENTY THOUSAND THREE HUNDRED
27 TWENTY-ONE DOLLARS (\$20,321.00).

28 D. Where a statistical or financial report in accordance with

1 Agreement 1b, is due for any quarter during this Agreement, payment of the
2 advance for the next segment is expressly conditioned on the acceptance of the
3 report as complete by the COUNTY's designed representative. It is further
4 understood that completion of the contemplated reports for the final quarter of
5 this Agreement is a condition subsequent to COUNTY's obligation to pay the
6 final quarter's installment on the contract amount; and advancement of these
7 funds pursuant to Agreement 3 b is not a waiver of said condition subsequent.

8 4. COUNTY'S DESIGNATED REPRESENTATIVES: COUNTY'S designated representatives
9 for the purposes of this Agreement are the Director of Public Health Nursing
10 and the Supervising Public Health Nurse for the West Yolo Area.

Micro Fiched

11 5. RELATIONSHIP OF PARTIES: It is specifically understood and agreed that
12 PROVIDER is an independent contractor and is not subject to the direction and
13 control of COUNTY except as to final result. PROVIDER shall be solely liable
14 and responsible to pay all required taxes and other obligations, including,
15 but not limited to, applicable withholding and social security, PROVIDER
16 agrees to indemnify and hold COUNTY harmless from any liability which it may
17 incur to the Federal or State Governments as a result of this contract.

18 6. AMENDMENTS: Unless otherwise expressly provided herein, the body of
19 this Agreement, together with Exhibits attached hereto, fully expresses all
20 understandings of the parties concerning all matters covered and shall
21 constitute the total agreement. Unless otherwise expressly provided herein,
22 no addition to, or alteration of, the terms of this Agreement, whether by
23 written or verbal understanding of the parties, their officers, agents or
24 employees, shall be valid unless made in the form of a written amendment to
25 this Agreement which is formally approved and executed by the parties.

26 7. TERM: This Agreement shall commence July 1, 1979, and terminated
27 June 30, 1980, unless sooner terminated by either party on thirty (30) days
28 written notice to the other.

1 IN WITNESS WHEREOF, the parties have executed this agreement as of
2 the day and year hereinabove setforth.

3 COUNTY OF YOLO, a political subdivision
4 of the State of California

5 BY Pete A. Marchand
6 CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

JUL 11 1979

7 ATTEST:

8 PETER McNAMEE, CLERK

9 By Pete E. Lucas
10 Deputy

Micro Fiched

11 BY Lorraine Lunden for Alvina Lum
12 ~~CLAUDE BAXXELLO~~, PRESIDENT
13 ALVINA LUM,
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21 APPROVED AS TO FORM

22 CHARLES R. MACK
COUNTY COUNSEL

23 BY Elizabeth A. Stoll
24 DEPUTY COUNTY COUNSEL
25
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27
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FILED
JUL 11 1979
PETER MCNAMEE, Clerk
DEPUTY

AGREEMENT NO. 79-276

(Agreement to provide Dental Care Services)

THIS AGREEMENT made and entered into this 1st day
of July, 1979, by and between the COUNTY OF YOLO, a
political subdivision of the State of California, hereinafter called COUNTY,
and SALUD HEALTH CORPORATION, a non-profit Corporation, hereinafter called
PROVIDER.

W I T N E S S E T H:

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RECITALS:

1. COUNTY provides a variety of Public Health Services through its Health Services Agency Public Health Programs.
2. COUNTY has not, however, itself provided dental care through its Public Health Program.
3. PROVIDER is a dental care program and possesses the facilities and expertise to provide said care.
4. PROVIDER has provided said care for COUNTY in the past.
5. COUNTY and PROVIDER are, therefore, desirous of entering into a contract for providing certain dental care services detailed herein below.

AGREEMENTS:

1. PROVIDER'S SERVICE OBLIGATIONS: In consideration of COUNTY'S promises contained in hereinafter recited agreements, PROVIDER agrees to:
 - A. Provide general dental care services, exemplified but not limited to: conducting classes in dental disease education and plaque control in the schools; providing dental care consultative services to the schools; dental treatment for low income children; and general dental health education to Yolo County organizations and residents.
 - B. Prepare, produce and upon request of COUNTY'S hereinafter designated

representatives present a financial report and a statistical report of services rendered under the provisions of this agreement, the statistical report in the format of Exhibit "A: attached within two weeks of the last day in each quarter during which services were rendered under the provisions of this Agreement.

C. All funds advanced and not spent by the end of the contract period will be returned to County unless an extension for the use of these funds is granted by the Board of Supervisors. Micro Fiched

D. 1. To maintain proper, adequate records and ledgers sufficient to enable an audit of the program which is the subject of this agreement, and to make said ledgers and records available to a COUNTY selected auditor upon reasonable request of COUNTY.
2. To establish and maintain accounting procedures which meet normally accepted accounting practices and principles, and to comply with the recommendations of COUNTY'S auditor for the purpose of establishing and maintaining such accounting practices and fulfilling the terms of this agreement.

E. To comply with Title VI and VII of the Civil Rights Act of 1964, and with the Constitution and applicable laws of the State of California in its procurement and employment practices and in the providing services recited hereinabove in Agreement 1 A.

F. Without limiting PROVIDER'S Agreement recited hereinafter in Agreement 1 to indemnify COUNTY, to maintain in force at all times during the performance of this agreement, a policy or policies of insurance sufficient to fully cover its operations. PROVIDER further agrees not to cancel or reduce the amount of coverage of any of the aforesaid insurance without giving notice in writing at least 10 days in advance of each cancellation or modification to

COUNTY, and agrees to abide with reasonable requirements imposed by COUNTY upon said cancellation or modification. During all times during the performance of this agreement, PROVIDER will, at its sole cost, maintain Worker's Compensation Insurance fully covering all employees or PROVIDER.

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To indemnify, defend and hold harmless COUNTY, its officers, agents, and employees from and against any and all claims, losses, liabilities, or damages, including attorney's fees arising out of or resulting from the performance of this agreement, caused in whole or in part by any negligent act or omission of PROVIDER or anyone directly or indirectly employed by PROVIDER regardless of whether or not it is caused in part by a party indemnified hereunder.

H. Designate a representative within two weeks of the execution of this agreement by written notice to COUNTY'S representative designated hereinafter; and to notify COUNTY in the same manner of any changes in PROVIDER'S representative.

2. COUNTY'S SERVICE OBLIGATION: In consideration of PROVIDER'S promises contained herein COUNTY agrees to:

A. Designate representatives hereinafter, responsible to:

- 1) Review the statistical report prepared in accordance with hereinabove recited Agreement 1 B.
- 2) Authorize payment to PROVIDER.
- 3) Evaluate the services provided by PROVIDER for their utility to COUNTY in future fiscal years.

B. Three weeks of non payment of a claim authorizes PROVIDER to secure a loan and charge interest to the COUNTY.

3. PAYMENT: In consideration of PROVIDER'S promises contained herein, COUNTY agrees to:

- 1 A. Upon execution of this Agreement and presentation of a claim in
2 hereinafter recited format pay to PROVIDER SEVEN THOUSAND SIX
3 HUNDRED FIFTY DOLLARS AND NO CENTS (\$ 7,650),
4 representing an advance of funds for the first quarter of the term
5 of this Agreement.
- 6 B. Upon submission each quarter in accordance with the time frames of
7 hereinabove recited agreement 1 B, to COUNTY'S designated represen-
8 tative of an invoice which includes:
- 9 1) A detailing of expenditures in accordance with Exhibit "B"
10 attached hereto and incorporated by reference thereto; and
11 2) The statistical report recited hereinabove in Agreement 1B; pay
12 PROVIDER SEVEN THOUSAND SIX HUNDRED FIFTY DOLLARS
13 AND no CENTS (\$7,650.00), representing an advance of funds
14 for the second, third and fourth quarters of the terms of this
15 agreement up to the maximum recited hereinafter in Agreement 3 C.
- 16 C. The maximum total payment to PROVIDER for performance under the terms
17 of this agreement will not exceed THIRTY THOUSAND SIX HUNDRED
18 DOLLARS (\$30,600.00).
- 19 D. Where a statistical or financial report in accordance with Agreement
20 1 B, is due for any quarter during this agreement, payment of the
21 advance for the next segment is expressly conditioned on the accep-
22 tance by COUNTY'S designated representative of the report as completed
23 by PROVIDER. It is understood that completion of the contemplated
24 reports for the final quarter of this agreement is a condition sub-
25 sequent to COUNTY'S obligation to pay the final quarter's installment
26 on the contract amount; and advancement of these funds pursuant to
27 Agreement 3 B is not a waiver of said condition subsequent.
- 28 4. COUNTY'S DESIGNATED REPRESENTATIVE: COUNTY'S designated representative
for the purpose of this agreement is the Director of Public Health.

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL
BY *Charles R. Mack*
COUNTY COUNSEL

5. RELATIONSHIP OF PARTIES: It is specifically understood and agreed that PROVIDER is an independent contractor and is not subject to the direction and control of COUNTY except as to final result. PROVIDER shall be solely liable and responsible to pay all required taxes and other obligations, including, but not limited to, applicable withholding and social security, PROVIDER agrees to indemnify and hold COUNTY harmless from any liability which it may incur to the Federal or State Governments as a result of this contract.
6. AMENDMENTS: Unless otherwise expressly provided herein, the body of this agreement, together with Exhibits attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total agreement. Unless otherwise expressly provided herein, no addition to, or ~~alternation~~ of, the terms of this agreement, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to this agreement which is formally approved and executed by the parties.
7. TERM: This agreement shall commence July 1, 1979, and terminate June 30, 1980, unless sooner terminated by either party on thirty (30) days written notice to the other.

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year hereinabove set forth.

COUNTY OF YOLO, a political subdivision
of the State of California

BY *B. A. Marchant*
CHAIRMAN OF THE BOARD OF SUPERVISORS

JUL 11 1979

ATTEST:

PETER McNAMEE, CLERK

BY *P. McNamee*
DEPUTY

BY *Barbara Beauregard*
BARBARA BEAUREGARD, PRESIDENT

FILED
JUL 11 1979

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PETER McNAMEE, Clerk
DEPUTY

AGREEMENT NO. 79-277
(For administration of medications)

THIS AGREEMENT, made and entered into this 1st day of July, 1979, by and between L.V.N. Community Practice Group, hereinafter referred to as PROVIDER, and County of Yolo, a Political Subdivision of the State of California, hereinafter referred to as COUNTY.

W I T N E S S E T H:

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RECITALS:

1. COUNTY is obligated to furnish necessary medical care and treatment to persons in the custody of the Sheriff, and for inmates of the County Jail, together hereinafter referred to as INMATES.
2. COUNTY is further obligated to furnish necessary medical care and treatment to persons in the custody of Juvenile Hall, hereinafter referred to as CHARGES.
3. COUNTY operates through its Health Department a program to comply with the above recited obligation, hereinafter referred to as PROGRAM.
4. PROGRAM requires the administration of medications to INMATES and CHARGES. COUNTY does not possess the requisite available expertise to commit to the segmented scheduling of the contemplated administration of medications.
5. Therefore, COUNTY desires to enter into an agreement for the rendering of the above recited administration of medications through an independent contractor.
6. PROVIDER is an unincorporated Association of Licensed Vocational Nurses, possessing the available expertise to administer medications.

AGREEMENTS: COUNTY, in consideration of PROVIDER'S promises contained in hereinafter recited agreements, and PROVIDER, in consideration of COUNTY'S promises contained in hereinafter recited agreements, agree:

1 1. PROVIDER'S SERVICE OBLIGATIONS:

- 2 a. Responsibility shared with the Physician's Assistant for the admin-
3 istration of medications and allied procedures in accordance with the
4 time and manner procedures contained in PROGRAM'S Diagnosis and
5 Treatment Protocols and Standardized Procedures, described herein-
6 after by Agreements 4 and 5, respectively.
- 7 b. Responsible to make available forty-eight(48) hours of Licensed
8 Vocational Nurse coverage per week. Micro Fiched
- 9 c. Designate a representative for clinical and administrative matters
10 by notice to COUNTY'S herein designated representative for PROGRAM
11 administration.

12 2. COUNTY'S SERVICE OBLIGATIONS:

- 13 a. Provide to COUNTY'S Jails and Juvenile Hall a Physician's Assistant
14 to practice medical care as defined and authorized, and to the maximum
15 extent of that authorization, by Business and Professional Code,
16 Section 3500 et seq. Said practice shall be conducted in accordance
17 with herein described standardized procedures and shall include as
18 a minimum assignment to the Physician's Assistant the responsibility
19 to perform examinations, make preliminary diagnoses subject to the
20 review of PROGRAM'S assigned Physician's recommended prescription to
21 PROGRAM'S assigned Physicians. This Physician's Assistant will be
22 further responsible for the medical supervision of assigned Licensed
23 Vocational Nurses.
- 24 b. Provide to COUNTY'S Jails and Juvenile Hall duly qualified Physicians
25 responsible for the quality of PROGRAM'S medical care.
- 26 c. Designate hereinafter representatives for the purposes of performing
27 the herein described functions.
- 28 d. Administer PROGRAM.

1 3. COUNTY'S DESIGNATED REPRESENTATIVES:

- 2 a. COUNTY'S designated representative for PROGRAM administration is the
3 Director of Public Health.
4 b. COUNTY'S designated representative for day to day operations is the
5 Physician's Assistant. Micro Fished

6 4. STANDARDIZED PROCEDURES: PROGRAM will provide initial standardized

7 procedures, attached hereto as Exhibit "A", and incorporated herein by
8 reference thereto, governing the working relationship of PROGRAM'S
9 Physicians, Physician's Assistant and Licensed Vocational Nurses.
10 These standardized procedures will be reviewed and modified from time
11 to time by COUNTY'S herein designated representative after consultation
12 with PROGRAM'S Physicians. If modified this agreement need not be
13 amended for the modified procedure to be fully binding.

14 5. DIAGNOSIS AND TREATMENT PROTOCOLS: PROGRAM will provide initial diagnosis

15 and treatment protocols, attached hereto as Exhibit "B" and incorporated
16 herein by reference thereto, governing the diagnosis and treatment of
17 generally encountered primary care situations, subject to PROGRAM'S
18 Physicians review and approval or modification. If modified this agree-
19 ment need not be amended for the modified protocols to be fully binding.

20 6. HOURS OF OPERATION: Are specified in the Standardized Procedures.

21 7. PAYMENT: COUNTY shall pay PROVIDER for services rendered hereunder the
22 sum of FOURTEEN HUNDRED SEVENTY FIVE DOLLARS (\$1,475.00) per month
23 compensation for services rendered. Said payment shall be made by COUNTY
24 to PROVIDER upon its submission of a monthly claim to PROGRAM'S designated
25 representative. Said claim shall be countersigned and approved by the
26 Director of Public Health of the COUNTY.

27 8. RELATIONSHIP OF PARTIES:

- 28 a. It is specifically understood and agreed that PROVIDER is an indepen-
dent contractor and is not subject to the direction and control of

COUNTY except as to final result. PROVIDER shall be solely liable and responsible to pay all required taxes and other obligations, including, but not limited to, applicable withholding and Social Security. PROVIDER agrees to indemnify and hold the COUNTY harmless from any liability which it may incur to the Federal or State Governments as a consequence of this contract.

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9. LIABILITY:

- a. PROVIDER agrees to defend, indemnify and hold COUNTY harmless from any and all malpractice claims, liability or loss arising from PROVIDER'S performance under this agreement.
- b. PROVIDER shall purchase and maintain, for the duration of this agreement, malpractice insurance sufficient to cover services provided.

10. AMENDMENTS: The body of this agreement, together with any exhibits attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total agreement. No addition to, or alteration of, the terms of this agreement, whether by written or verbal understanding of the parties, their officers, agents or employees shall be valid unless made in the form of a written amendment to this agreement which is formally approved and executed by the parties executing this agreement or their successors in office.

11. NOTICE: Any notice to be given parties to this agreement may be given personally or by depositing the same in the United States mail, postage prepaid, and addressed to PROVIDER or the Director of Public Health as applicable, at the last known mailing address of either.

12. TERM: This agreement shall commence July 1, 1979, and shall terminate on June 30, 1980, unless sooner terminated by either party on thirty (30) days written notice to the other of such intent.

1 IN WITNESS WHEREOF, the parties hereto have executed this agreement
2 as of the day and year hereinabove set forth.

3 COUNTY OF YOLO, a political subdivision
4 of the State of California

5 *Robert A. Moreland*
6 CHAIRMAN OF THE BOARD OF SUPERVISORS

JUL 11 1979

7 ATTEST:

8 PETER McNAMEE, CLERK

Micro Fiched

9 BY *Pete E. Lucas*

DEPUTY

10 LVN COMMUNITY PRACTICE GROUP

11 *Cheryl Kay Hardisty*
12 PARTNER

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20 APPROVED AS TO FORM

CHARLES R. MACK
COUNTY COUNSEL

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23 By *Elizabeth A. Stally*

DEPUTY COUNTY COUNSEL

STANDARDIZED PROCEDURES REGARDING HEALTH DEPARTMENT PROVIDER RELATIONSHIPS

Delineation of services and responsibilities of physician, PA, LVN's, Health Department Director.

<u>Services & Responsibilities</u>	<u>Physician</u>	<u>P.A.</u>	<u>H.D. Director</u>	<u>LVN's</u>
1. Program Administration	Consultative	Operations	Primary	---
2. Standardized Procedures	Consultative	Consultative	Primary	Micro Filled
3. Diagnosis & Treatment Protocols Content	Primary	Consultative	Consultative & Program	---
4. Records	Final	Primary	Program	---
5. Diagnosis	Final	Preliminary	---	---
6. Prescriptions	Signs all	Recommends	---	---
7. Individual Patient Treatment Plans	Reviews on selected basis	Formulates plans	---	---
8. Examinations	Emergency & Secondary	Primary	---	---
9. Supervision of LVN's	---	Full	---	---
10. Direct Medical Care	Emergency & Secondary	Primary	---	Scheduled Administration of medications
11. Quality of Care	Primary	Secondary	Program	---
12. Medications (a)	Prescribes	Responsible for administration	---	Administration of medications
Security (b)	Consultative	Primary	Program	---
13. FNP Supervision	Medical	---	Primary	---

LVN Community Practice Group

Director

Physician

Physician's Assistant

Yolo County Health Department
MANUAL OF POLICIES & PROCEDURES

MEDICAL CARE FOR
COUNTY PRISONERS

IV. DIAGNOSIS AND TREATMENT PROTOCOLS

A. EMERGENCY MEDICAL CARE

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1. Identifying an Emergency

The deputies at the detention facilities must exercise reasonable judgment in evaluating what kinds of medical conditions are emergencies. Prisoners with serious or life-threatening conditions must receive immediate medical care. Examples of such conditions include:

- a. Profuse bleeding.
- b. Major injuries or burns.
- c. Difficulty in breathing.
- d. Cyanosis (blue color).
- e. Loss of consciousness.
- f. Acute abdominal or chest pain.
- g. Violent uncontrollable behavior.
- Minor physical complaints and chronic conditions without acute change are not emergencies.
- When a deputy is uncertain as to whether a prisoner's complaint is an emergency, the deputy may obtain advice by telephone from the staff physician on call.

2. Emergencies During Normal Working Hours

During normal working hours (Monday through Friday, 8:00 a.m. to 5:00 p.m., except holidays), for prisoners requiring urgent emergency medical care a brief attempt should be made to contact the FNP/PA. If not immediately available, prisoner should be taken to Yolo General Hospital for evaluation and treatment by a staff physician.

3. After-Hour Emergencies

At times other than normal working hours, for prisoners requiring emergency medical care an attempt should be made to contact the jail physician. If he is not immediately available and/or urgent measures are required, prisoner is to be taken to Yolo General Hospital in accordance with interagency agreement.

B. CONTINUATION OF ESSENTIAL MEDICATIONS

Many illnesses can be adversely affected by abruptly discontinuing medications. However, because there is such a large number of specific drugs that may be prescribed, certain classes of drugs should be continued by the nurse until a physician can be contacted.

The following information should be obtained from the admittee:

1. Drug name, dosage, frequency.
2. Name of physician who prescribed the drug and the last time the physician was seen.
3. The frequency with which the medication was actually taken in the last week.

Confirmation of the information should be attempted by:

Micro Fiched

1. Seeing the prescribed or the bottle of medication, or
2. Communication with the prescribing physician or his office.

The following classes of medication may be continued by the nurse if the patient has been taking it regularly during the preceding week. (Note date ordered)

Anti-arthritis
Antiasthmatics
Antibiotics
Anti-cancer
Anticonvulsants
Antidiabetics
Anti-glaucomatous

Bronchial dilators
Cardiovascular preparations:
 Anti-anginal
 Antiarrhythmics
 Digitalis
 Hypotensives
 Diuretics
 Contraceptives, oral
 Hormonal preparations, steroids

These drug classes may be continued on the testimony of the admittee without confirmation until the admittee can be seen by the physician, unless the nurse questions credibility of information given by inmate.

Because of the abuse potential of the antipsychotic drugs, physician confirmation or prescription must be available to continue those medications.

C. DISCONTINUANCE OF MEDICATIONS

STOP ORDER POLICY

The following drugs are to be discontinued from date of order as specified below unless renewed by the doctor.

1. Analgesics	10 days
2. Narcotics	5 days
3. Antibiotics	10 days
4. Anticoagulants	7 days
5. Antiemetics	3 days
6. Sedatives and Hypnotics	3-5 days
7. Dermatologicals	14 days
8. Psychotherapeutics	7 days
9. Antianemia Drugs	30 days
10. Cardiovascular	30 days

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D. OVER THE COUNTER DRUGS

Many minor problems can be symptomatically improved with the use of non-prescription drugs. The following drugs may be ordered by the nurse or physician and given by LVN.

- * Aspirin 650 mg. q.i.d. prn pain or Trianalgesic 750 mg $\frac{1}{2}$ q.i.d.
- * Neosporin or Bacitracin Ointment prn minor wound
- * Corticidin Cold Tablets I q.i.d. prn cold or Corticidin D or Durdacin for more severe symptoms

Beserenex Cream or powder b.i.d. prn hot or irritated feet

- * Maalox liquid 15 to 30 cc prn indigestion
- * Mylanta tablets prn indigestion
- * Neo-synephrine intranasal q.i.d. nasal congestion.
- Solarcaine spray prn minor burns

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- * Tylenol 650 mg. q.i.d. prn pain or fever

Medications that are starred (*) should not be given for more than 5 days without consulting a physician.

Milk of Magnesia 1 oz. stat constipation
Caird Bile Salt II tabs stat constipation

Dulcolax tab $\frac{1}{2}$ prn constipation
when all else has failed

Administration of all over the counter medicines must be recorded in the log book with inmates name, date, time, medicine given and name of person giving medicine.

E. TREATMENT PROTOCOLS - Specific Conditions

1. Wound Care.....9-a
2. Acute Anxiety.....9-b
3. Herpes Simplex.....9-c
4. Heroin Withdrawal.....9-d
5. Athlete's Foot.....9-e
6. Alcoholic Withdrawal.....9-f
7. Gingivitis & Aphthous Ulcer.....9-g
8. Care of the Eye.....9-h
9. Pain or Headache.....9-i
10. Mild Asthmatic and/or Mild Allergic Reactions.....9-j
11. Cardiac Problems.....9-k
12. Gastric Distress.....9-l
13. Diarrhea & Constipation.....9-m
14. Care of Ear Infections, Pharyngitis,
Sinusitis & Upper Respiratory Infections.....9-n
15. Psychotic Episode Mental Agitation,
Severe Nervousness, Depression.....9-o
16. Convulsive Disorders (Epilepsy).....9-p
17. Anaphylactic Reactions.....9-q

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E. TREATMENT PROTOCOLS

1. Wound Care

Definitions: A break in the skin

Management:

Micro Fished

Treatment:

All wounds should be washed with an antiseptic soap, green soap or phisoex, and thoroughly rinsed with water. Wounds large enough to require suturing should be covered with a sterile dressing and then sent to Yolo General Hospital Emergency Room. Bacitracin or Neosporin ointment may be applied to minor wounds and then covered with a sterile dressing. All wounds should be checked 24 hours after treatment for signs of local infections (redness, swelling, heat). Wounds should be washed and have dressing changed daily until healing is well along.

The nurse should give an adult Diphtheria-Tetanus booster in all wound cases where there has not been a booster in the last 5 years.

2. Acute Anxiety

Definition : Anxiety is a feeling of apprehension, uncertainty and fear.

Management:

Signs and Symptoms:

Maybe only the patient's subjective feelings but may also include tachycardia, restless movements, tremor, diaphoresis, and increased blood pressure.

Treatment:

Micro Fiched

Serax 15mg., 30mg. po 3-4x daily or Sinequan 50mg. H.S. To be used on a one time, non repeatable basis where there is significant anxiety, especially where an isolated identifiable temporary situational factor is predisposing. Attempts to verbally calm the patient should always be tried before medication is given. The nurse must also evaluate whether or not referral to the Yolo County Mental Health Services may be more appropriate.

3. Herpes Simplex

Definition: An acute virus disease marked by groups of watery blisters on borders of the lips or nose.

Management:

Signs and Symptoms

Recurrent small, grouped vesicles on an erythematous base, especially around mouth and nose. Burning and stinging are often present. Lymph nodes may be swollen and tender. May follow minor infections, trauma, stress, or sun burn.

Micro Fiched

Treatment

Cleanliness is of utmost importance. A registered nurse may initiate treatment with either #1 or #2 of the listed medication (below) when there is no evidence of infection. Crusting with possible bacterial infection -- then use #3.

1. Campho-phenique, apply topically, as needed, or
2. Vitamin A and D Ointment, apply topically, as needed

If crusting is present or any evidence of infection then use:

3. Bacitracin Ointment, apply topically, as needed.

NOTE: Differential diagnosis needs to be made for herpes zoster and impetigo. Healing takes 1-2 weeks. Recurrences are common. Topical corticosteroids are contraindicated.

4. Heroin Withdrawal

Definition: Symptoms produced by the absence of heroin in a person psychologically and physically dependent on the drug.

Management:

Signs and Symptoms

Mild: yawning, lacrimation, perspiration

Moderate: tremors, loss of appetite, insomnia

Micro Fiched

Severe: diarrhea, vomiting, muscle pain and cramps

Typically the onset of symptoms occurs 8 to 12 hours after the last dose reaching maximum intensity between 36 and 72 hours then gradually diminishing over 5 to 10 days. Weakness, insomnia, nervousness, and muscle aches and pains may persist for several weeks. In severe cases death may result. A history of heroin use and signs of needle tracts should be sought.

Treatment:

The nurse may give the following medications based on her evaluation of the severity of the symptoms:

SERAX - 15 to 30 mg. m.o. prn (nervousness, tremors, or muscle cramps)
for nervousness for 1 week t.i.d. x 1 for 1 week, then b.i.d. x 1
week then d.c.

SINEQUAN 50-100 mg. q.H.S. insomnia x 2 weeks

DONNATAL TABLETS - 1 p.o. q.i.d. x 4 days prn abdominal cramping or
or diarrhea

COMBID SPANS - $\frac{1}{2}$ b.i.d. x 4 days

SINEQUAN 25-50 mg. $\frac{1}{2}$ q.i.d. x 1 week general nervousness (short term
treatment.

If the patients condition worsens during treatment, physician evaluation should be sought as soon as possible.

5. Athlete's Foot, Dermatophytosis

Definition: A chronic superficial fungus infection of the skin of the foot or palms. Characterized by itching and burning of interdigital webs of foot, on palms, and soles.

Management:

Signs and Symptoms

Presenting symptom is usually itching, but burning, stinging, and other sensations, or frank pain from a secondary infection may be present. Often there is fissuring of toe webs, along with maceration and scaling of skin on soles. It may spread to palms. Deep vesicles may be present in acute stage.

Cause

Most infections are caused by *Trichophyton* and *Epidermophyton*.

Treatment

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A registered nurse may initiate this treatment. All patients are to be seen at next available sick call so that treatment can be continued.

1. Keep shoes and feet dry -- use Desenex powder as often as necessary.
2. If lesions are dry, apply Tinactin Cream or Desenex Ointment at night. Wash ointment off in morning and use powder during the day.

Patient is to be seen by physician before giving the following treatment:

1. For weeping lesions, soak in Potassium Permanganate 1:10,000 (KNO 4, "Pink Solution") -- one 0.3 gm. (5 gr.) tablet to 3 liters of water, or 0.1 gm. (1½ gr.) tablet to 1 liter of water. Soak for half hour (½) every 4 to 12 hours as necessary.
2. For crusted lesions, soak in Burow's Solution of 50 ml (1 2/3 oz.) to 1 liter of water. Soak for half hour (½) every 4-12 hours as necessary.
3. For infected lesions, soak in warm water with liquid soap containing Hexachlorophene.

6. Alcoholic Withdrawal

Definition: The psychologic and physical manifestations that occur upon cessation of alcohol ingestion.

Management:

Signs and Symptoms:

A variety in a progressive spectrum - anorexia, insomnia, autonomic hyperactivity (fever, sweating, increased blood pressure), psychomotor agitation, hallucinations, disorientation, delusions and grand mal seizures. When the entire spectrum is evident a bona fide diagnosis of delirium tremens can be made, which untreated has a 10% to 20% mortality rate. Also helpful in making diagnosis is a history of excessive drinking and alcohol odor on breath. Withdrawal symptoms usually begin within the first 96 hours after the last drink.

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Treatment:

Proper treatment can usually reverse the syndrome within 5 to 24 hours. Signs of adequate control include reduction in agitation and a decrease in pulse, blood pressure and temperature.

The nurse should give the following:

In moderately severe cases:

1. Serax 15-30 mg. q.i.d.
2. Thiemine 25 mg. p.o. or i.m. b.i.d. x 7 days.
3. Multivitamin p.o. q.d.

In mild to moderate cases:

1. Librax $\pm$ b.i.d.

If patient fails to stabilize and then improve fairly rapidly, he needs physician evaluation as soon as possible. A patient may need to take Dilantin if he has a seizure history with alcohol withdrawals.

7. Gingivitis & Aphthous Ulcer

Definition:

Gingivitis - An acute inflammation of the gums.

Stomatitis - (Canker Sore)-A shallow mucosal ulcer with flat, fairly even borders surrounded by erythema.

Management:

Signs and Symptoms

Gingivitis- Pain in gum area, bleeding of gums, fever, lymphadenopathy. Cause unknown. Probably not communicable. Often a symptom of other factors such as poor oral hygiene, inadequate diet, alcoholism, and other diseases such as infectious mononucleosis, nonspecific viral infections, bacterial infections, and diabetes mellitus.

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Stomatitis-(Canker Sore)-Pain in local mucosal ulcer area; ulcer is usually surrounded by erythema. One or more ulcers may be present; generally reoccur. Cause is unknown. May be associated with inflammatory bowel disease, nuts, chocolates, and citrus fruits may cause flare-ups.

Treatment

When the above symptom(s) are present a registered nurse may initiate treatment but if symptoms persist or worsen, the underlying causes need to be evaluated by a physician.

Gingivitis

1. Stress need for good oral hygiene with tooth brushing, dental flossing or use of stimulants.
2. 3% (10 volume) Hydrogen Peroxide in an equal volume of water for a mouthwash, as often as necessary ($\frac{1}{2}$ water and $\frac{1}{2}$ peroxide). OR
3. Sodium Perborate Powder, 1 teaspoon in a glass of water as a mouthwash, as often as necessary.

Stomatitis (Canker Sore)

1. 3% (10 volume) Hydrogen Peroxide, apply topically, as often as necessary.

Note: Healing usually occurs in 1-3 weeks

2. If #1 is not effective, try 1% or 2% Gentian Violet, topically applied daily, for a maximum of 6 times.

8. Care of the Eye

Definition:

Conjunctivitis is an inflammation of the conjunctiva, resulting from an allergy, a bacterial, viral or rickettsial infection or physical or chemical trauma.

Injuries-types of eye injuries are acid or alkali burns, actinic keratitis (excessive sunlight), contusions and hematoma, corneal laceration or abrasion, and foreign bodies.

Management:

Signs and Symptoms

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Conjunctivitis

Bacterial-may have no pain or blurring of vision, redness may be present; discharge of abundant purulence indicates infection caused by pneumococcus or gonococcus.

Viral-usually associated with pharyngitis, fever, malaise, redness, copious watery discharge and scanty exudate.

Allergic-bilateral tearing, itching, redness, and minimal discharge.

Acute conjunctivitis can easily be confused with acute Iritis and acute glaucoma, all of which present with red eye and discharge.

	<u>Acute Conjunctivitis</u>	<u>Acute Iritis</u>	<u>Acute Glaucoma</u>
Symptoms	Irritation-mild foreign body sensation	Eye ache with light sensitivity	Pain & blurred vision, sometimes nausea & vomiting
Vision	Normal	Normal to hazy	Markedly impaired
Signs	Diffuse injection both palpebral & bulbar conjunctiva	Circumcorneal injection with tearing	Diffuse injection bulbar conjunctiva, steamy cornea with tearing
Pupil	Normal	Constricted	Dilated
Prognosis	Rapid response to antibiotics when bacterial cause	Slow response to steroids & mydriatics	Needs immediate medical and possibly surgical therapy

Procedures for Care of the Eye (Cont'd)

Injuries

Acid or Alkali Burns - may be caused by hair spray.

Actinic Keratitis - (ultraviolet keratitis) Usually 12 hours after exposure patient complains of agonizing pain and severe photophobia.

Contusions and Hematoma - subconjunctival hemorrhage, ecchymosis ("black eye"), hemorrhage into anterior chamber, and other severe symptoms. Injury may not be apparent for days or weeks.

Corneal Laceration - severe pain, especially with movement of lid over the cornea.

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Foreign Bodies - usually pain; less pain on blinking when the eye is turned away from foreign body.

Treatment

When symptoms are present, a registered nurse may initiate this treatment. If there is any doubt about the symptoms and the condition, do not start medications, and check with physician. If symptoms persist for more than 3 days with treatment or worsen, patient should be seen by a physician immediately.

Acid or alkali burns and/or foreign bodies - Irrigate eye with normal saline solution, if available, or tap water for at least 20 minutes for burns.

It is easy to overlook a closed eye during irrigation. The eyelid should be held open. The progress of the procedure can be monitored with pH paper. If alkali burn, must remain normal for at least 7 minutes after stopping irrigation. All burns need to be sent to the emergency room as soon as possible. Cover eye with patch.

Mild Irritation without discharge - Patient should be advised to wash hands carefully before and after touching eye.

Visine, 3 or 4 drops into eyes, q.i.d., prn.

NOTE: Immediate physician evaluation is needed if there is marked pain in the eye or history of glaucoma.

Procedures for Care of the Eye (Cont'd)

Minor infection with non-purulent discharge, redness, and itching - If the above treatment is ineffective then start: Sodium Sulfacetamide (Sulazyd) Ophthalmic Solution 10% or ointment, 1-2 drops into eyes, every 4 hours. or

Neosporin Ophthalmic suspension, 3-4 drops into eyes, q.i.d., as necessary.

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9. Pain or Headache

Definition:

Headache is a diffuse pain in different portions of the head and not confined to any nerve distribution area -- may be frontal, temporal, or occipital.

Pain is a protective mechanism of the body; an unpleasant reaction to massive stimulation of the sensory nerves -- a symptom of derangement of function, disease or injury of a part.

Management:

Signs and Symptoms

Headache - "Tension headache" is usually dull, drawing, pressing, burning or vague pain in occipital and supraorbital areas. Band-like contractions around head associated with emotional tension. The underlying cause of the headache should be investigated. Micro Fiched

Pain - is observed by its nature, its cause and origin, its duration, its severity of the disease or disorder as well as the region in which it occurs. Nature -- severe, sharp, piercing, dull, mild, throbbing; duration -- remittent, persistent, sudden onset, slow in development; location -- region, area, relation to an organ.

Treatment

When symptoms are present, a registered nurse may initiate this treatment. If symptoms persist, the underlying cause should be investigated. Whenever possible use Tylenol in treatment of members of the Black race. The nurse may give:

For mild pain or headache:

Aspirin Compd. or enteric coated.

Aspirin, 5 gr. (adult), one or two tablets, every 3-4 hours, as needed. Do not give aspirin to person with Sickle Cell Disease. or

Tylenol, 325 mg., one or two tablets, every 3-4 hours, as needed.

NOTE: Patients with Sickle Cell Disease or receiving Anti-coagulant should have Tylenol -- not Aspirin.

Procedure for Care of Pain or Headache (Cont'd)

For moderate pain:

Trianalgesic gr. $7\frac{1}{2}$ $\pm$ q.i.d. Check with physician if pain persists or worsens.

10. Mild Asthmatic and/or Mild Allergic Reactions

Definition:

Asthma is characterized by reversible airway obstruction produced by the combination of mucosal edema, hypertrophy of the bronchial musculature, and excessive secretion of viscid mucus.

Allergic Reaction (mild) is a hypersensitive state caused by the antigen antibody reaction that releases histamine from body storage sites.

Management:

Signs and Symptoms

Asthma - Recurrent attacks of wheezing, dyspnea, cough, and mucoid sputum. Nasal symptoms of itching, congestion, and watery discharge may precede attacks of wheezing.

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Allergic Reaction (mild) - Flushing and/or pallor, urticaria, itching (especially throat), erythema (diffuse hives), sometimes abdominal cramps, nausea, and vomiting.

Allergic Reaction (more severe) - Dyspnea, hypotension, persistent cough with frothy sputum. Seek medical care and follow order for anaphylactic reaction.

Treatment

When symptoms are present a registered nurse may initiate this treatment by giving one of the medications listed. If symptoms persist or worsen patient should be seen by a physician as soon as possible, or the physician be contacted for a verbal order to continue medication.

Asthma and Bronchospasm - If mild wheezing is present, without significant shortness of breath then:

1. Encourage intake of oral fluids.
2. Give: Tedral, one tablet, q.i.d., for 24 hours.
3. If patient is unable to take oral medications, then use Aminophyllin Suppository 200mg every 4 hours, times 2.
4. If above is not effective and symptoms of dyspnea, labored breathing, and anxiety are present, notify physician.

See - Order for Care of Anaphylaxis.

Procedure for Mild Asthmatic (Cont'd)

Mild Allergic Reaction (for severe reaction see anaphylactic reaction)

1. If urticaria and diffuse hives are present give:

Benadryl, 50mg., q.i.d. (adult), for 48 hours.

2. If symptoms are mild with running nose and eyes give:

Chlor-Trimeton, 4mg., one tablet, q.i.d., for 48 hours.

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11. Cardiac Problems

Definition:

Angina Pectoris is a clinical syndrome characterized by paroxysms of pain or compression in the anterior chest produced as a result of insufficient coronary blood flow and myocardial hypoxia.

Myocardial Infarction is a process by which myocardial tissue is destroyed in regions of the heart that are deprived of their blood supply after closure of the coronary artery or one of its branches, either by a thrombus or by obstruction of the vessel lumen by atherosclerosis.

Congestive Heart Failure is the occurrence of circulatory congestion from decreased myocardial contractility resulting in inadequacy of cardiac output to maintain the blood flow to body organs and tissues.

Management:

Signs and Symptoms

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1. Angina Pectoris - A sensation of squeezing, burning, pressing, choking, aching, bursting, "gas", or tightness. Not localized pain. It appears quickly during exertion, and increases rapidly until patient has to stop; in 80-90% of the time the discomfort is felt behind or slightly to the left of the sternum; short duration, subsides completely in three minutes without residual discomfort if patient stops to rest; blood pressure may elevate, relieved quickly by nitroglycerin.
2. Myocardial Infarction - A steady, constrictive pain not relieved by rest or nitrites; pain may radiate widely; profuse perspiration, moist clammy skin with pallor; dyspnea, weakness, fainting; nausea and vomiting; tachycardia or bradycardia.
3. Congestive Heart Failure - Left ventricular failure--dyspnea, exertional fatigue and weakness and nocturia; orthopnea; paroxysmal nocturnal dyspnea.

Right ventricular failure--Anorexia, bloating, or exertional right upper abdominal pains; headache; weakness; excessive sweating; edema.

Treatment

If symptoms indicate cardiac failure--give O₂ at 6-8 liters/minute and call ambulance Stat. (Paramedics if available)

Procedure for Cardiac Problems (Cont'd)

The nursing assessment of patient with chest pain is essential:

How intense is the pain--dull, sharp, boring, crushing, tearing?

Where is pain located? Does it radiate?

What is the time and mode of onset?

How long does the episode last?

What factors precipitate pain (breathing, coughing, walking, anger)?

What factors alleviate pain (rest, change in position)? Keep in comfortable position.

Monitor blood pressure, pulse, respiration --record.

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With a history of prior use of nitroglycerin the following may be given:

Nitroglycerin, 0.04mg, sublingally may be used -- pain relief should be prompt ($\frac{1}{2}$ - 3 minutes) if it is an angina pectoris problem. May be repeated twice at 5 minute intervals. If chest pain not relieved send patient to hospital STAT.

Persons who are using Nitroglycerine for angina on admission to the jail may keep up to 10 tablets with them at all times.

12. Gastric Distress

Definition:

Pressure in epigastric area, heartburn, flatus, and pain or tenderness in epigastric area if peptic ulcer is present.

Management:

Signs and Symptoms

May be mild and vague -- pressure in epigastric, and flatus in abdomen. Pain may be gnawing, burning, cramp-like, or heartburn. Nausea and vomiting may be present. Distress is often 45-60 minutes after meals or at night. Symptoms are relieved with food, milk, antacids. If after 12 hours, epigastric pain persists or increases in intensity, or abdomen becomes extremely tender with board-like rigidity -- patient should be seen by physician. Hemorrhage may be manifested by giddiness, faintness, tachycardia, or tarry stools.

Treatment

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A patient presenting symptoms of epigastric pain should have blood pressure and pulse checked to rule out possible cardiac problems that have similar symptoms. A registered nurse may initiate this treatment by giving one of the medications listed. If symptoms persist or worsen, the patient should be seen by physician.

1. Mylanta, 1 or 2 tablets, or 1 or 2 tablespoon, as necessary.
2. Gelusil, or Maalox (liquid), 1 or 2 tablespoons every 2-4 hours, as necessary.

CAUTION: All patients on antacids need to be watched for diarrhea, constipation, and fecal impaction.

SPECIAL NOTE: The following drugs may aggravate peptic ulcer:
Rauwolfia (Reserpine), Phenylbutazone (Butazolidin),
and Salicylates (Aspirin), alcohol, caffeine.

13. Diarrhea & Constipation

Definition:

Constipation is hard, dry stools.

Diarrhea is loose and watery stools.

Management.

Signs and Symptoms

Constipation - Changes in color, consistency, and ease of expulsion--darker, harder, and difficult or painful to pass.

Cause - Inadequate fluids, low-residue diets, physical inactivity; or the following drugs, iron, belladonna, codeine, diuretics, calcium, and aluminum hydroxide.

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Diarrhea - Loose, watery, frequent stools, sometimes green with mucous shreds indicating a possible infection. "Tarry" color may indicate digested blood which may originate in upper G.I. tract. Bloody stools may indicate hemorrhage which may originate in rectal or anal region. Dark green stools may indicate excessive bile. Other color changes may be due to dietary excesses or effect of medications.

Treatment

A registered nurse may initiate the following treatment, following his/her evaluation of the symptoms, and/or other methods to relieve the symptoms have been unsuccessful. Cause should be evaluated if symptoms persist.

Acute Constipation - May be treated for 3 days consecutively.

1. Milk of Magnesia, 1 oz. at bedtime.

OR

2. Dioctyl Sodium Sulfuccinate, 400mg., 1 cap H.S., as needed.

OR

3. Caroid bile salt 2 Tablets daily, as necessary.

Procedure for Care of Diarrhea and Constipation (Cont'd)

4. Dulcolax Suppository, as needed; or Dulcolax, 5mg., 1 or 2 tablets, as needed, H.S.
5. If above are not effective; Fleets, Baxter, or Travanal Enema may be used.

Chronic Constipation - should be referred to the physician.

Diarrhea - Uncomplicated diarrhea can be treated for 3 days. If vomiting accompanies diarrhea -- treat with either clear fluids or nothing by mouth if symptoms persist after 24 hours -- contact physician. If tarry stools are present, seek medical care.

1. Kaopectate, 2-4 tablespoonsful (adult), after each loose stool, as needed.

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14. Care of Ear Infections, Pharyngitis, Sinusitis & Upper Respiratory Infections

Definition:

External Otitis is an infection in the ear canal usually due to bacteria, fungi, contact dermatitis, seborrheic dermatitis -- predisposing factors are swimming in contaminated water, trauma due to attempts to clean, etc.

Otitis Media is an inflammation of the middle ear, often accompanying or following upper respiratory disease.

Sinusitis is an infection of the sinuses -- may be acute or chronic.

Upper Respiratory Infection is an infection of the upper respiratory tract and may include common cold, gripe, acute bronchitis, and tracheobronchitis.

Management:

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Signs and Symptoms

External Otitis - Itching and pain in the dry, scaling ear canals; there may be watery or purulent discharge present; pain is intensified with touching or moving auricle. Usually no fever nor deafness.

Suppurative Otitis Media - Pain, deafness, fever, chills, and a feeling of fullness and pressure in the ear. Usually follows URI. The tympanic membrane is red and bulging.

Serous Otitis Media - Slight pain, deafness, feeling of fullness in the ear. Tympanic membrane is gray, often retracted, an air fluid level may be seen. Often follows or accompanies URI.

Pharyngitis - Inflammation may be diffuse or localized; throat is dry and sore; fever, malaise; red and slightly swollen mucosa. If tonsillar pillars are involved there will be pus or exudate present -- also chills, fever, headache, anorexia. If larynx is involved there will be hoarseness present.

Sinusitis - Acute infection resemble those of acute rhinitis but are more severe; headache, facial pain, tenderness and swelling with nasal obstruction. Chronic infection may have no symptoms except non-productive cough.

Upper Respiratory Infection - Malaise, "feverishness" with usually little or no fever, headache and myalgia. Nasal discomfort (burning, fullness, itching) with watery discharge. Secondary infections may follow.

CARE OF EAR INFECTIONS (Cont'd)

Treatment

When symptoms are present, a registered nurse may initiate this treatment. If there is evidence of an acute infection, elicit history of allergies to antibiotics and contact physician before starting antibiotics.

For External Otitis use:

Cortisporin Otic Drops, 4 drops into ear canals, q.i.d.,
as needed. and

Tylenol, enteric coated aspirin 5 gr., or APC (plain),
1 or 2 tablets every 4 hours, as needed for pain.

For suspect Serous Otitis Media, Pharyngitis, URI, Sinusitis use:

Actifed, 1 tablet q.i.d., prn congestion or

Triaminic expectorant two tablespoons q.i.d., prn
congestion and cough. and

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Tylenol, enteric coated aspirin 5 gr., or APC (plain),
1 or 2 tablets every 4 hours as needed for pain or fever.

If symptoms increase and the above are not effective, contact physician.

A throat culture should be done for most cases of pharyngitis, especially if fever, exudate, or tender cervical nodes are present.

15. Psychotic Episode Mental Agitation, Severe
Nervousness, Depression

Definition:

Psychotic episode is a serious disturbance of behavior, affect or thought which makes the patient unable to cope with his life situation and interpersonal relationships.

Management:

Signs and Symptoms

A. Overactive

1. Disturbed, uncooperative, paranoid behavior. Micro Fiched
2. Anxiety and panic-like state, tachycardia, fainting or passing out, hyperventilation, pacing, etc.
3. Assaultive and destructive.
4. Noisy. (verbally)

B. Underactive

1. Depression.
2. Fearfulness.
3. Slowing of responses.
4. Sad facial expression.
5. Suicidal potential.

Treatment

A. Overactive and Underactive

1. Determine (from family, jail staff, ambulance driver, etc.) if patient has had past mental illness, hospitalizations, injuries or serious illnesses, uses alcohol or drugs or has experienced crises in interpersonal relationships or intrapsychic conflicts.
2. Be interested and listen to patient -- encourage him/her to tell you their thoughts and feelings. Be calm, firm, and confident.

Care for Psychotic Episode (Cont'd)

3. Suspect and evaluate suicide in every underactive person.
4. If behavior does not moderate with above, consult physician or Yolo County Mental Health Services.

B. Medication Administration

1. Overactive

May be treated as acute anxiety (see Standardized Procedure) after evaluation and if appropriate.

2. Underactive

Should advise jail staff and other nursing staff to closely observe and may treat depression after evaluation, if appropriate. with Elavil 25-50mg t.i.d. prn x 3 days if Mental Health evaluation is pending.

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16. Convulsive Disorders (Epilepsy)

DEFINITION:

EPILEPSY is a convulsive disorder characterized by abrupt transient symptoms of a motor, psychic, sensory, or autonomic nature., maybe associated with changes in consciousness -- probably are secondary to sudden transient alternations in brain functions associated with excessive rapid electric discharges. Onset of is before age 30 years, later onset suggests organic disease. Emotional disturbances play a significant "trigger" role, and some seizures tend to occur during sleep;

MANAGEMENT:

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SIGNS AND SYMPTOMS

1. GRAND MAL -- major epilepsy - An aura particular to the individual may precede the loss of consciousness, patient generally falls and cries out; skeletal muscles go into strong tonic contractions; dyspnea and cyanosis maybe present; severe generalized clonic convulsive movements begin seconds later; frothing at the mouth, loss of bladder and bowel control, and tongue biting may occur; flaccid coma follows; pupils dilate; maybe confused and disoriented when first awakens.
2. Petit Mal -- (minor epilepsy) - May include myoclonic jerks, akinetic seizures, and brief blank spells with a vacant expression, cessation of motor activity, and loss of muscle tone.
3. JACKSON EPILEPSY -- Seizure maybe motor, sensory, or autonomic in type which generally starts in a limb or in the face and spreads in a more or less orderly fashion to joining areas. Loss of consciousness may occur when seizure becomes generalized.
4. STATUS EPILEPSY -- Recurrent seizures without return of a good degree of consciousness between seizures.

TREATMENT:

If patient is known to have a convulsive disease and has the medication with him, it should be continued as prescribed. Have patient seen by physician at next sick call. If patient does not have medication with him but is known to have a convulsive disorder, check with his private physician for verification of medication and dosage or check with jail physician as to medications to be given if necessary. An inmate's word can be taken as to name and dosage of seizure medications to be taken, if within normal dosage range, until patient can be seen by the jail physician. Never withdraw anticonvulsive medications suddenly.

GRAND MAL:-- A padded tongue blade to prevent tongue biting if it can be introduced without being forced. DO NOT forcibly restrain. Request officers not to move an inmate when seizing (unless safety is a factor) Prevent self inflicting injury. Immediately after the convulsion, turn person on side to prevent aspiration and clear airway.

DILANTIN 100mg. $\bar{c}$ Pb_2 $\bar{r}$ cap. 3-4 times daily.

DILANTIN 100 mg. $\bar{r}$ cap. 3-4 times daily

MYGOLINE 250 mg. (only as prescribed)

STATUS EPILEPTICUS

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1. Follow same procedure for grand mal seizures.
2. Monitor vitals signs.
3. Transport to the Emergency room immediately.

17. Anaphylactic Reactions

Usually occur after administration of drugs or other agents to which the patient has become sensitized. The reaction usually follows within seconds to minutes after exposure and may consist of light-headedness or syncope, flushing to pallor, paresthesias, generalized itching, palpitation and tachycardia, signs and symptoms of pulmonary edema, asthma and vascular collapse.

Treatment must be initiated immediately. This may be a life threatening reaction.

- a. Epinephrine (1:1000 aqueous) 0.3-0.5 ml subcutaneously and massage injection site. May repeat 0.3 ml dose every 10-15 minutes X 2 as needed.
- b. Maintain open airway (head positioning, airway, endotracheal tube, Micro Fiched tracheostomy) as needed.
- c. Aminophylline 500 mg IV and hydrocortisone 100 mg IV - for bronchospasm.
- d. Transport to emergency room as soon as possible.

F. PROCEDURES

I. Communicable Disease Control

It is the responsibility of the Physician and Family Nurse Practitioner to inform the County Communicable Disease control officer whenever there exists in the jail facilities an actual or potential communicable disease problem. If, in the opinion of the CD officer, there is such a risk, it will be the combined responsibility of the Health Department, Jail Physician, and Sheriff's Department to take appropriate measures.

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II. Stool Cultures

A. Instructions to Patient:

1. (follow procedure as outlined for Ova and Parasites) putting the portion of stool in the CULTURE specimen bottle. (see below)
2. Be sure a soft portion of the stool is used.
3. Bring specimen to laboratory within a few (2-6) hours of collection.
4. Shigella and Salmonella organisms, the cause of some of the common diarrheas, do not survive well in the preservative solution, thus chances of recovering the causative agent are lessened by delay in delivery of specimens to the lab.
5. Specimens for stool culture should be collected on three consecutive days.

Stool for Ova and Parasites

- A. Obtain proper containers from laboratory.

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B. Instructions to patient:

1. Place several sheets of newspaper above water level in toilet. Defecate onto this paper.
 2. With the paddle provided, take a walnut-sized part of the stool (not the first plug) and place in the liquid in the sample bottle marked parasites, MIX the stool and liquid well. (if not well mixed the specimen will be unsatisfactory)
 3. Put another portion of the soft part of the stool in the bottle marked ova and MIX.
 4. If stool is liquid, add about 1 tablespoon to each bottle.
 5. Hard stools are not acceptable. Patient should wait until a soft stool is passed to collect specimens.
- C. Do not refrigerate the specimen. (the preservative congeals)
- D. Completely fill out proper laboratory report form. Enter jail physician's name, address, and the name of the jail. Be sure to put down any foreign places visited, and dates. Record date specimen collected. Be sure patient puts name on bottle.
- E. Specimens for ova and parasites should be collected once a week for three weeks. The laboratory prefers to have these specimens come in on Monday. Reports may take up to two weeks.

III. Administering & Storing Legally Obtained Drugs

A. Legal Basis

Every facility administrator, in cooperation with the facility physician or the county medical officer, shall develop plans, establish procedures, and provide space and accessories for the secure storage and the controlled administering of all prescription drugs.

Source

Title 15, California Administrative Code, Section 1163 (see Appendix B, Part II).

B. Legal Requirements for Administering and Storing Drugs

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1. All prescription drugs shall be stored in lockable cabinets or closets, and/or refrigerators located in the treatment area, accessible only to MDs or nurses. Non-legend drugs may be accessible to MDs or nurses or other designated personnel.
2. Before medication is administered, positive identification of the recipient is required.
3. Medication may only be administered according to MD's instructions.
4. Medication must be ingested in front of nurse or correctional officer.
5. Addictive substances must be administered in liquid or powdered or whenever possible.
6. When a prescribed substance is administered, it shall be recorded on the patient's rand card. If prescribed substance is refused or withheld, a notation to that effect should be made on the patient's rand card or chart.
7. No medication shall be administered by an inmate.

Source

Title 15, California Administrative Code, Section 1163 (See Appendix B, Part II).

C. Handling of Medication Procedure

All prescribed medication may be given only on the order of a physician or ordered on standardized procedures. The medication should preferably be ordered in writing by the prescriber directly on the patient record. Such order should include the name of the drug, the strength, the time interval between doses, and the number of doses (not to exceed Stop Order Policy). Oral orders may be given only to a licensed nurse/P.A. and immediately recorded on the physician's order sheet in the patient's chart. The prescriber must within 72 hours countersign these order to verify them.

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JUL 11 1979
PETER MCNAMEE, Clerk
DEPUTY

AGREEMENT NO. 79-278

(Physician's Assistant Services)

THIS AGREEMENT, made and entered into this 1st day of

July, 1979, by and between Gary L. McCorkle, herein referred to as PROVIDER, and County of Yolo, a political subdivision of the State of California, hereinafter referred to as COUNTY.

W I T N E S S E T H :

RECITALS:

1. COUNTY is obligated to furnish necessary medical care and treatment to persons in the custody of the Sheriff, and for inmates of the County Jail, together hereinafter referred to as INMATES. Micro Fiched
2. COUNTY is further obligated to furnish necessary medical care and treatment to persons in the custody of Juvenile Hall, hereinafter referred to as CHARGES.
3. COUNTY operates through its Health Department a program to comply with the above recited obligation, hereinafter referred to as PROGRAM.
4. PROGRAM requires the providing of various medical services performable by a PHYSICIAN'S ASSISTANT to INMATES and CHARGES.
5. COUNTY does not possess the requisite available expertise to commit to the PROGRAM.
6. THEREFORE, COUNTY desires to enter into an agreement for the rendering of the above recited medical services through an independent contractor, PHYSICIAN'S ASSISTANT.
7. PROVIDER is a licensed PHYSICIAN'S ASSISTANT possessing the requisite expertise to perform recited services.

AGREEMENTS: COUNTY, in consideration of PROVIDER'S promises contained in hereinafter recited agreements, and PROVIDER, in consideration of COUNTY'S promises contained in hereinafter recited agreements, agree:

1. PROVIDER'S SERVICE OBLIGATIONS:

- a. Takes detailed health histories;
- b. Does complete physical appraisals using the basic skills of palpation, percussion, and auscultation;
- c. Orders necessary laboratory tests;
- d. Takes appropriate smears and cultures;
- e. Draws blood for test purposes;
- f. Gives immunizations;
- g. Diagnoses and treats common and/or relatively stable illnesses;
- h. Initiates prescriptions;
- i. Conducts growth and development testing;
- j. Gives health instructions to patients and families;
- k. Counsels patients and families regarding total health needs;
- l. Refers patients to physician when appropriate;
- m. Maintains patient records;
- n. Performs other related tasks as mutually agreed upon by provider and COUNTY'S representatives;
- o. Provides scheduling and medical supervision of assigned Licensed Vocational Nurses;
- p. Provides, during period of planned absence, suitable replacement approved by PROGRAM'S Physician and PROGRAM'S Administrator; and
- q. Performs recited services in accordance with herein described standardized procedures and diagnosis and treatment protocols when performing services within the Jail or Juvenile Hall.

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2. COUNTY'S SERVICE OBLIGATIONS:

- a. Provide to COUNTY'S Jails and Juvenile Hall duly licensed Physicians to provide medical services & supervision and to be responsible for the quality of PROGRAM'S medical care.

- 1 b. Designate hereinafter representatives for the purpose of performing
2 the herein described functions.
- 3 c. Administer PROGRAM.
- 4 3. COUNTY'S DESIGNATED REPRESENTATIVES:
- 5 a. COUNTY'S designated representative for PROGRAM administration is the
6 Director of Public Health.
- 7 b. COUNTY'S designated representatives for day to day operations are the
8 Physicians. Micro Fiched
- 9 4. STANDARDIZED PROCEDURES: PROGRAM will provide initial standardized pro-
10 cedures, attached hereto as Exhibit "A", and incorporated herein by reference
11 hereto, governing the working relationship of PROGRAM'S Physicians,
12 Physician's Assistant and Licensed Vocational Nurses. These standardized
13 procedures will be reviewed and modified from time to time by COUNTY'S
14 herein designated representative after consultation with PROGRAM'S
15 Physicians. If modified this agreement need not be amended for the
16 modified procedure to be fully binding.
- 17 5. DIAGNOSIS AND TREATMENT PROTOCOLS: PROGRAM will provide initial diagnosis
18 and treatment protocols, attached hereto as Exhibit "B" and incorporated
19 herein by reference thereto, governing the diagnosis and treatment of
20 generally encountered primary care situations, subject to PROGRAM'S
21 Physicians' review and approval or modification. If modified this agree-
22 ment need not be amended for the modified protocols to be fully binding
23 unless otherwise modified through operation of any other provision of
24 this agreement.
- 25 6. HOURS OF OPERATION: Services hereunder are to be rendered Monday through
26 Friday, 8:30 a.m. through 5:30 p.m.
- 27 7. PAYMENT: COUNTY shall pay PROVIDER for services rendered hereunder the
28 sum of TWO THOUSAND TWO HUNDRED ^{FIFTY-TWO} (\$2,252.00) per month as compensation for
services rendered. Said payment shall be made by COUNTY to PROVIDER upon

1 PROVIDERS submission of a monthly claim to PROGRAM'S designated re-
2 presentative.. Said claim shall be countersigned and approved by the
3 Director of Public Health of the COUNTY.

4 8. RELATIONSHIP OF PARTIES:

5 a. It is specifically understood and agreed that PROVIDER is an in-
6 dependent contractor and is not subject to the direction and control
7 of COUNTY except as to final result. PROVIDER shall be solely
8 liable and responsible to pay all required taxes and other obliga-
9 tions, including, but not limited to, applicable withholding and
10 Social Security. PROVIDER agrees to indemnify and hold the COUNTY
11 harmless from any liability which it may incur to the Federal or
12 State Governments as a consequence of this contract.

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13 9. LIABILITY:

14 a. PROVIDER agrees to defend, indemnify and hold COUNTY harmless from
15 any and all malpractice claims, liability or loss arising from
16 PROVIDER'S performance under this agreement.
17 b. PROVIDER shall purchase and maintain, for the duration of this agree-
18 ment, malpractice insurance sufficient to cover services provided.

19 10. AMENDMENTS: The body of this agreement, together with exhibits attached
20 hereto, fully expresses all understandings of the parties concerning all
21 matters covered and shall constitute the total agreement. No addition to,
22 or alteration of, the terms of this agreement, whether by written or
23 verbal understanding of the parties, their officers, agents or employees
24 shall be valid unless made in the form of a written amendment to this
25 agreement which is formally approved and executed by the parties executing
26 this agreement or their successors in office. It is specifically under-
27 stood that COUNTY Makes hereby no promises of employment to PROVIDER should
28 and ordinance position be established and these duties allocated to it.

- 1 11. NOTICE: Any notice to be given parties to this agreement may be given
2 personally or by depositing the same in the United States Mail, postage
3 prepaid, and addressed to PROVIDER or the Director of Public Health as
4 applicable, at the last known mailing address of either.
- 5 12. TERM: The term of this agreement shall commence July 1, 1979, and shall
6 terminate on June 30, 1980, unless terminated sooner by either party on
7 thirty (30) days written notice to the other of such intent.

8 IN WITNESS WHEREOF, the parties hereto have executed this agreement
9 as of the day and year hereinabove set forth.

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COUNTY OF YOLO, a political sub-
division of the State of California

Billy A. Marshall
CHAIRMAN OF THE BOARD OF SUPERVISORS
JUL 11 1979

14 ATTEST:

15 PETER McNAMEE, CLERK

16 BY *Peter E. Lucas*
DEPUTY

Ray J. Wick PA
PHYSICIAN'S ASSISTANT

24 APPROVED AS TO FORM
25 CHARLES R. MACK
COUNTY COUNSEL

26 *Elizabeth A. Stoltz*
27 DEPUTY COUNTY COUNSEL
28

STANDARDIZED PROCEDURES REGARDING HEALTH DEPARTMENT PROVIDER RELATIONSHIPS

Delineation of services and responsibilities of physician, PA, LVN's, Health Department Director.

<u>Services & Responsibilities</u>	<u>Physician</u>	<u>P.A.</u>	<u>H.D. Director</u>	<u>LVN's</u>
1. Program Administration	Consultative	Operations	Primary	---
2. Standardized Procedures	Consultative	Consultative	Primary	Micro Fiched
3. Diagnosis & Treatment Protocols Content	Primary	Consultative	Consultative & Program	---
4. Records	Final	Primary	Program	---
5. Diagnosis	Final	Preliminary	---	---
6. Prescriptions	Signs all	Recommends	---	---
7. Individual Patient Treatment Plans	Reviews on selected basis	Formulates plans	---	---
8. Examinations	Emergency & Secondary	Primary	---	---
9. Supervision of LVN's	---	Full	---	---
10. Direct Medical Care	Emergency & Secondary	Primary	---	Scheduled Administration of medications
11. Quality of Care	Primary	Secondary	Program	---
12. Medications (a)	Prescribes	Responsible for administration	---	Administration of medications
Security (b)	Consultative	Primary	Program	---
13. FNP Supervision	Medical	---	Primary	---

LVN Community Practice Group

B. A. Cole

Director

Physician

Physician's Assistant

Yolo County Health Department

MANUAL OF POLICIES & PROCEDURESMEDICAL CARE FOR
COUNTY PRISONERSIV. DIAGNOSIS AND TREATMENT PROTOCOLS

A. EMERGENCY MEDICAL CARE

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1. Identifying an Emergency

The deputies at the detention facilities must exercise reasonable judgment in evaluating what kinds of medical conditions are emergencies. Prisoners with serious or life-threatening conditions must receive immediate medical care. Examples of such conditions include:

- a. Profuse bleeding.
- b. Major injuries or burns.
- c. Difficulty in breathing.
- d. Cyanosis (blue color).
- e. Loss of consciousness.
- f. Acute abdominal or chest pain.
- g. Violent uncontrollable behavior.
- . Minor physical complaints and chronic conditions without acute change are not emergencies.
- . When a deputy is uncertain as to whether a prisoner's complaint is an emergency, the deputy may obtain advice by telephone from the staff physician on call.

2. Emergencies During Normal Working Hours

During normal working hours (Monday through Friday, 8:00 a.m. to 5:00 p.m., except holidays), for prisoners requiring urgent emergency medical care a brief attempt should be made to contact the FNP/PA. If not immediately available, prisoner should be taken to Yolo General Hospital for evaluation and treatment by a staff physician.

3. After-Hour Emergencies

At times other than normal working hours, for prisoners requiring emergency medical care an attempt should be made to contact the jail physician. If he is not immediately available and/or urgent measures are required, prisoner is to be taken to Yolo General Hospital in accordance with interagency agreement.

B. CONTINUATION OF ESSENTIAL MEDICATIONS

Many illnesses can be adversely affected by abruptly discontinuing medications. However, because there is such a large number of specific drugs that may be prescribed, certain classes of drugs should be continued by the nurse until a physician can be contacted.

The following information should be obtained from the admittee:

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1. Drug name, dosage, frequency.
2. Name of physician who prescribed the drug and the last time the physician was seen.
3. The frequency with which the medication was actually taken in the last week.

Confirmation of the information should be attempted by:

1. Seeing the prescribed or the bottle of medication, or
2. Communication with the prescribing physician or his office.

The following classes of medication may be continued by the nurse if the patient has been taking it regularly during the preceding week. (Note date ordered)

Anti-arthritis
Antiasthmatics
Antibiotics
Anti-cancer
Anticonvulsants
Antidiabetics
Anti-glaucomatous

Bronchial dilators
Cardiovascular preparations:
 Antianginal
 Antiarrhythmics
 Digitalis
 Hypotensives
 Diuretics
 Contraceptives, oral
 Hormonal preparations, steroids

These drug classes may be continued on the testimony of the admittee without confirmation until the admittee can be seen by the physician, unless the nurse questions credibility of information given by inmate.

Because of the abuse potential of the antipsychotic drugs, physician confirmation or prescription must be available to continue those medications.

C. DISCONTINUANCE OF MEDICATIONS

STOP ORDER POLICY

The following drugs are to be discontinued from date of order as specified below unless renewed by the doctor.

1. Analgesics	10 days
2. Narcotics	5 days
3. Antibiotics	10 days
4. Anticoagulants	7 days
5. Antiemetics	3 days
6. Sedatives and Hypnotics	3-5 days
7. Dermatologicals	14 days
8. Psychotherapeutics	7 days
9. Antianemia Drugs	30 days
10. Cardiovascular	30 days

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D. OVER THE COUNTER DRUGS

Many minor problems can be symptomatically improved with the use of non-prescription drugs. The following drugs may be ordered by the nurse or physician and given by LNH.

- * Aspirin 650 mg. q.i.d. prn pain or Trianalgesic 750 mg ~~4x~~ q.i.d.
- * Neosporin or Bacitracin Ointment prn minor wound
- * Coricidin Cold Tablets I q.i.d. prn cold or Coricidin D or Dandacin for more severe symptoms

Desenex Cream or powder b.i.d. prn hot or irritated feet

- * Maalox liquid 15 to 30 cc prn indigestion
- * Mylanta tablets prn indigestion
- * Neo-synephrine intranasal q.i.d. nasal congestion.
- Solarcaine spray prn minor burns
- * Tylenol 650 mg. q.i.d. prn pain or fever

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Medications that are starred (*) should not be given for more than 5 days without consulting a physician.

Milk of Magnesia 1 oz. stat constipation
Caroid Bile Salt II tabs stat constipation

Dulcolax tab ~~1x~~ prn constipation
when all else has failed

Administration of all over the counter medicines must be recorded in the log book with inmates name, date, time, medicine given and name of person giving medicine.

E. TREATMENT PROTOCOLS - Specific Conditions

1. Wound Care.....9-a
2. Acute Anxiety.....9-b
3. Herpes Simplex.....9-c
4. Heroin Withdrawal.....9-d
5. Athlete's Foot.....9-e
6. Alcoholic Withdrawal.....9-f
7. Gingivitis & Aphthous Ulcer.....9-g
8. Care of the Eye.....9-h
9. Pain or Headache.....9-i
10. Mild Asthmatic and/or Mild Allergic Reactions.....9-j
11. Cardiac Problems.....9-k
12. Gastric Distress.....9-l
13. Diarrhea & Constipation.....9-m
14. Care of Ear Infections, Pharyngitis,
Sinusitis & Upper Respiratory Infections.....9-n
15. Psychotic Episode Mental Agitation,
Severe Nervousness, Depression.....9-o
16. Convulsive Disorders (Epilepsy).....9-p
17. Anaphylactic Reactions.....9-q

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E. TREATMENT PROTOCOLS

1. Wound Care

Definitions: A break in the skin

Management:

Treatment:

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All wounds should be washed with an antiseptic soap, green soap or phisohex, and thoroughly rinsed with water. Wounds large enough to require suturing should be covered with a sterile dressing and then sent to Yolo General Hospital Emergency Room. Bacitracin or Neosporin ointment may be applied to minor wounds and then covered with a sterile dressing. All wounds should be checked 24 hours after treatment for signs of local infections (redness, swelling, heat). Wounds should be washed and have dressing changed daily until healing is well along.

The nurse should give an adult Diptheria-Tetanus booster in all wound cases where there has not been a booster in the last 5 years.

2. Acute Anxiety

Definition : Anxiety is a feeling of apprehension, uncertainty and fear.

Management:

Signs and Symptoms:

Maybe only the patient's subjective feelings but may also include tachycardia, restless movements, tremor, diaphoresis, and increased blood pressure.

Treatment:

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Serax 15mg., 30mg. po 3-4x daily or Sinequan 50mg. H.S. To be used on a one time, non repeatable basis where there is significant anxiety, especially where an isolated identifiable temporary situational factor is predisposing. Attempts to verbally calm the patient should always be tried before medication is given. The nurse must also evaluate whether or not referral to the Yolo County Mental Health Services may be more appropriate.

3. Herpes Simplex

Definition: An acute virus disease marked by groups of watery blisters on borders of the lips or nose.

Management:

Signs and Symptoms

Recurrent small, grouped vesicles on an erythematous base, especially around mouth and nose. Burning and stinging are often present. Lymph nodes may be swollen and tender. May follow minor infections, trauma, stress, or sun burn.

Treatment

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Cleanliness is of utmost importance. A registered nurse may initiate treatment with either #1 or #2 of the listed medication (below) when there is no evidence of infection. Crusting with possible bacterial infection -- then use #3.

1. Campho-phenique, apply topically, as needed, or
2. Vitamin A and D Ointment, apply topically, as needed

If crusting is present or any evidence of infection then use:

3. Bacitracin Ointment, apply topically, as needed.

NOTE: Differential diagnosis needs to be made for herpes zoster and impetigo. Healing takes 1-2 weeks. Recurrences are common. Topical corticosteroids are contraindicated.

4. Heroin Withdrawal

Definition: Symptoms produced by the absence of heroin in a person psychologically and physically dependent on the drug.

Management:

Signs and Symptoms

Mild: yawning, lacrimation, perspiration

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Moderate: tremors, loss of appetite, insomnia

Severe: diarrhea, vomiting, muscle pain and cramps

Typically the onset of symptoms occurs 8 to 12 hours after the last dose reaching maximum intensity between 36 and 72 hours then gradually diminishing over 5 to 10 days. Weakness, insomnia, nervousness, and muscle aches and pains may persist for several weeks. In severe cases death may result. A history of heroin use and signs of needle tracts should be sought.

Treatment:

The nurse may give the following medications based on her evaluation of the severity of the symptoms:

SERAX - 15 to 30 mg. n.o. prn (nervousness, tremors, or muscle cramps)
for nervousness for 1 week t.i.d. x 1 for 1 week, then b.i.d. x 1
week then d.c.

SINEQUAN 50-100 mg. q.i.d. insomnia x 2 weeks

DONNATAL TABLETS - 1 p.o. q.i.d. x 4 days prn abdominal cramping or
or diarrhea

COMBID SPANS - $\frac{1}{2}$ b.i.d. x 4 days

SINEQUAN 25-50 mg. $\pm$ q.i.d. x 1 week general nervousness (short term
treatment.

If the patients condition worsens during treatment, physician evaluation should be sought as soon as possible.

5. Athlete's Foot, Dermatophytosis

Definition: A chronic superficial fungus infection of the skin of the foot or palms. Characterized by itching and burning of interdigital webs of foot, on palms, and soles.

Management:

Signs and Symptoms

Presenting symptom is usually itching, but burning, stinging, and other sensations, or frank pain from a secondary infection may be present. Often there is fissuring of toe webs, along with maceration and scaling of skin on soles. It may spread to palms. Deep vesicles may be present in acute stage.

Cause

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Most infections are caused by *Trichophyton* and *Epidermophyton*.

Treatment

A registered nurse may initiate this treatment. All patients are to be seen at next available sick call so that treatment can be continued.

1. Keep shoes and feet dry -- use Desenex powder as often as necessary.
2. If lesions are dry, apply Tinactin Cream or Desenex Ointment at night. Wash ointment off in morning and use powder during the day.

Patient is to be seen by physician before giving the following treatment:

1. For weeping lesions, soak in Potassium Permanganate 1:10,000 (KMNO 4, "Pink Solution") -- one 0.3 gm. (5 gr.) tablet to 3 liters of water, or 0.1 gm. (1½ gr.) tablet to 1 liter of water. Soak for half hour (½) every 4 to 12 hours as necessary.
2. For crusted lesions, soak in Burrow's Solution of 50 ml (1 2/3 oz.) to 1 liter of water. Soak for half hour (½) every 4-12 hours as necessary.
3. For infected lesions, soak in warm water with liquid soap containing Hexachlorophene.

6. Alcoholic Withdrawal

Definition: The psychologic and physical manifestations that occur upon cessation of alcohol ingestion.

Management:

Signs and Symptoms:

A variety in a progressive spectrum - anorexia, insomnia, autonomic hyperactivity (fever, sweating, increased blood pressure), psychomotor agitation, hallucinations, disorientation, delusions and grand mal seizures. When the entire spectrum is evident a bona fide diagnosis of delirium tremens can be made, which untreated has a 10% to 20% mortality rate. Also helpful in making diagnosis is a history of excessive drinking and alcohol odor on breath. Withdrawal symptoms usually begin within the first 96 hours after the last drink.

Treatment:

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Proper treatment can usually reverse the syndrome within 5 to 24 hours. Signs of adequate control include reduction in agitation and a decrease in pulse, blood pressure and temperature.

The nurse should give the following:

In moderately severe cases:

1. Serax 15-30 mg. q.i.d.
2. Thiamine 25 mg. p.o. or i.m. b.i.d. x 7 days.
3. Multivitamin p.o. q.d.

In mild to moderate cases:

1. Librax $\pm$ b.i.d.

If patient fails to stabilize and then improve fairly rapidly, he needs physician evaluation as soon as possible. A patient may need to take Dilantin if he has a seizure history with alcohol withdrawals.

7. Gingivitis & Aphthous Ulcer

Definition:

Gingivitis - An acute inflammation of the gums.

Stomatitis - (Canker Sore)-A shallow mucosal ulcer with flat, fairly even borders surrounded by erythema.

Management:

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Signs and Symptoms

Gingivitis- Pain in gum area, bleeding of gums, fever, lymphadenopathy. Cause unknown. Probably not communicable. Often a symptom of other factors such as poor oral hygiene, inadequate diet, alcoholism, and other diseases such as infectious mononucleosis, nonspecific viral infections, bacterial infections, and diabetes mellitus.

Stomatitis-(Canker Sore)-Pain in local mucosal ulcer area; ulcer is usually surrounded by erythema. One or more ulcers may be present; generally reoccur. Cause is unknown. May be associated with inflammatory bowel disease, nuts, chocolates, and citrus fruits may cause flare-ups.

Treatment

When the above symptom(s) are present a registered nurse may initiate treatment but if symptoms persist or worsen, the underlying causes need to be evaluated by a physician.

Gingivitis

1. Stress need for good oral hygiene with tooth brushing, dental flossing or use of stimulants.
2. 3% (10 volume) Hydrogen Peroxide in an equal volume of water for a mouthwash, as often as necessary ($\frac{1}{2}$ water and $\frac{1}{2}$ peroxide). OR
3. Sodium Perborate Powder, 1 teaspoon in a glass of water as a mouthwash, as often as necessary.

Stomatitis (Canker Sore)

1. 3% (10 volume) Hydrogen Peroxide, apply topically, as often as necessary.

Note: Healing usually occurs in 1-3 weeks

2. If #1 is not effective, try 1% or 2% Gentian Violet, topically applied daily, for a maximum of 6 times.

8. Care of the Eye

Definition:

Conjunctivitis is an inflammation of the conjunctiva, resulting from an allergy, a bacterial, viral or rickettsial infection or physical or chemical trauma.

Injuries-types of eye injuries are acid or alkali burns, actinic keratitis (excessive sunlight), contusions and hematoma, corneal laceration or abrasion, and foreign bodies.

Management:

Signs and Symptoms

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Conjunctivitis

Bacterial-may have no pain or blurring of vision, redness may be present; discharge of abundant purulence indicates infection caused by pneumococcus or gonococcus.

Viral-usually associated with pharyngitis, fever, malaise, redness, copious watery discharge and scanty exudate.

Allergic-bilateral tearing, itching, redness, and minimal discharge.

Acute conjunctivitis can easily be confused with acute Iritis and acute glaucoma, all of which present with red eye and discharge.

	<u>Acute Conjunctivitis</u>	<u>Acute Iritis</u>	<u>Acute Glaucoma</u>
Symptoms	Irritation-mild foreign body sensation	Eye ache with light sensitivity	Pain & blurred vision, sometimes nausea & vomiting
Vision	Normal	Normal to hazy	Markedly impaired
Signs	Diffuse injection both palpebral & bulbar conjunctiva.	Circumcorneal injection with tearing	Diffuse injection bulbar conjunctiva, steamy cornea with tearing
Pupil	Normal	Constricted	Dilated
Prognosis	Rapid response to antibiotics when bacterial cause	Slow response to steroids & mydriatics	Needs immediate medical and possibly surgical therapy

Procedures for Care of the Eye (Cont'd)

Injuries

Acid or Alkali Burns - may be caused by hair spray.

Actinic Keratitis - (ultraviolet keratitis) Usually 12 hours after exposure patient complains of agonizing pain and severe photophobia.

Contusions and Hematoma - subconjunctival hemorrhage, ecchymosis ("black eye"), hemorrhage into anterior chamber, and other severe symptoms. Injury may not be apparent for days or weeks.

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Corneal Laceration - severe pain, especially with movement of lid over the cornea.

Foreign Bodies - usually pain; less pain on blinking when the eye is turned away from foreign body.

Treatment

When symptoms are present, a registered nurse may initiate this treatment. If there is any doubt about the symptoms and the condition, do not start medications, and check with physician. If symptoms persist for more than 3 days with treatment or worsen, patient should be seen by a physician immediately.

Acid or alkali burns and/or foreign bodies - Irrigate eye with normal saline solution, if available, or tap water for at least 20 minutes for burns.

It is easy to overlook a closed eye during irrigation. The eyelid should be held open. The progress of the procedure can be monitored with pH paper. If alkali burn, must remain normal for at least 7 minutes after stopping irrigation. All burns need to be sent to the emergency room as soon as possible. Cover eye with patch.

Mild Irritation without discharge - Patient should be advised to wash hands carefully before and after touching eye.

Visine, 3 or 4 drops into eyes, q.i.d., prn.

NOTE: Immediate physician evaluation is needed if there is marked pain in the eye or history of glaucoma.

Procedures for Care of the Eye (Cont'd)

Minor infection with non-purulent discharge, redness, and itching - If the above treatment is ineffective then start: Sodium Sulfacetamide (Sulamyd) Ophthalmic Solution 10% or ointment, 1-2 drops into eyes, every 4 hours. or

Neosporin Ophthalmic suspension, 3-4 drops into eyes, q.i.d., as necessary.

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9. Pain or Headache

Definition:

Headache is a diffuse pain in different portions of the head and not confined to any nerve distribution area -- may be frontal, temporal, or occipital.

Pain is a protective mechanism of the body; an unpleasant reaction to massive stimulation of the sensory nerves -- a symptom of derangement of function, disease or injury of a part.

Management:

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Signs and Symptoms

Headache - "Tension headache" is usually dull, drawing, pressing, burning or vague pain in occipital and supraorbital areas. Band-like contractions around head associated with emotional tension. The underlying cause of the headache should be investigated.

Pain - is observed by its nature, its cause and origin, its duration, its severity of the disease or disorder as well as the region in which it occurs. Nature -- severe, sharp, piercing, dull, mild, throbbing; duration -- remittent, persistent, sudden onset, slow in development; location -- region, area, relation to an organ.

Treatment

When symptoms are present, a registered nurse may initiate this treatment. If symptoms persist, the underlying cause should be investigated. Whenever possible use Tylenol in treatment of members of the Black race. The nurse may give:

For mild pain or headache:

Aspirin Compd. or enteric coated.

Aspirin, 5 gr. (adult), one or two tablets, every 3-4 hours, as needed. Do not give aspirin to person with Sickle Cell Disease. or

Tylenol, 325 mg., one or two tablets, every 3-4 hours, as needed.

NOTE: Patients with Sickle Cell Disease or receiving Anti-coagulant should have Tylenol -- not Aspirin.

Procedure for Care of Pain or Headache (Cont'd)

For moderate pain:

Trianalgesic gr. $7\frac{1}{2}$ $\pm$ q.i.d. Check with physician if pain persists or worsens.

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10. Mild Asthmatic and/or Mild Allergic Reactions

Definition:

Asthma is characterized by reversible airway obstruction produced by the combination of mucosal edema, hypertrophy of the bronchial musculature, and excessive secretion of viscous mucus.

Allergic Reaction (mild) is a hypersensitive state caused by the antigen antibody reaction that releases histamine from body storage sites.

Management:

Micro Fiched

Signs and Symptoms

Asthma - Recurrent attacks of wheezing, dyspnea, cough, and mucoid sputum. Nasal symptoms of itching, congestion, and watery discharge may precede attacks of wheezing.

Allergic Reaction (mild) - Flushing and/or pallor, urticaria, itching (especially throat), erythema (diffuse hives), sometimes abdominal cramps, nausea, and vomiting.

Allergic Reaction (more severe) - Dyspnea, hypotension, persistent cough with frothy sputum. Seek medical care and follow order for anaphylactic reaction.

Treatment

When symptoms are present a registered nurse may initiate this treatment by giving one of the medications listed. If symptoms persist or worsen patient should be seen by a physician as soon as possible, or the physician be contacted for a verbal order to continue medication.

Asthma and Bronchospasm - If mild wheezing is present, without significant shortness of breath then:

1. Encourage intake of oral fluids.
2. Give: Tedral, one tablet, q.i.d., for 24 hours.
3. If patient is unable to take oral medications, then use Aminophyllin Suppository 200mg every 4 hours, times 2.
4. If above is not effective and symptoms of dyspnea, labored breathing, and anxiety are present, notify physician.

See - Order for Care of Anaphylaxis.

Procedure for Mild Asthmatic (Cont'd)

Mild Allergic Reaction (for severe reaction see anaphylactic reaction)

1. If urticaria and diffuse hives are present give:

Benadryl, 50mg., q.i.d. (adult), for 48 hours.

2. If symptoms are mild with running nose and eyes give:

Chlor-Trimeton, 4mg., one tablet, q.i.d., for 48 hours.

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11. Cardiac Problems

Definition:

Angina Pectoris is a clinical syndrome characterized by paroxysms of pain or compression in the anterior chest produced as a result of insufficient coronary blood flow and myocardial hypoxia.

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Myocardial Infarction is a process by which myocardial tissue is destroyed in regions of the heart that are deprived of their blood supply after closure of the coronary artery or one of its branches, either by a thrombus or by obstruction of the vessel lumen by atherosclerosis.

Congestive Heart Failure is the occurrence of circulatory congestion from decreased myocardial contractility resulting in inadequacy of cardiac output to maintain the blood flow to body organs and tissues.

Management:

Signs and Symptoms

1. Angina Pectoris - A sensation of squeezing, burning, pressing, choking, aching, bursting, "gas", or tightness. Not localized pain. It appears quickly during exertion, and increases rapidly until patient has to stop; in 80-90% of the time the discomfort is felt behind or slightly to the left of the sternum; short duration, subsides completely in three minutes without residual discomfort if patient stops to rest; blood pressure may elevate, relieved quickly by nitroglycerin.
2. Myocardial Infarction - A steady, constrictive pain not relieved by rest or nitrites; pain may radiate widely; profuse perspiration, moist clammy skin with pallor; dyspnea, weakness, fainting; nausea and vomiting; tachycardia or bradycardia.
3. Congestive Heart Failure - Left ventricular failure--dyspnea, exertional fatigue and weakness and nocturia; orthopnea; paroxysmal nocturnal dyspnea.

Right ventricular failure--Anorexia, bloating, or exertional right upper abdominal pains; headache; weakness; excessive sweating; edema.

Treatment

If symptoms indicate congestive heart failure--give O₂ at 6-8 liters/minute and call ambulance Stat. (Medicates if available)

Procedure for Cardiac Problems (Cont'd)

The nursing assessment of patient with chest pain is essential:

How intense is the pain--dull, sharp, boring, crushing, tearing?

Where is pain located? Does it radiate?

What is the time and mode of onset?

How long does the episode last?

Micro Fished

What factors precipitate pain (breathing, coughing, walking, anger)?

What factors alleviate pain (rest, change in position)? Keep in comfortable position.

Monitor blood pressure, pulse, respiration --record.

With a history of prior use of nitroglycerin the following may be given:

Nitroglycerin, 0.04mg, sublingally may be used -- pain relief should be prompt ($\frac{1}{2}$ - 3 minutes) if it is an angina pectoris problem. May be repeated twice at 5 minute intervals. If chest pain not relieved send patient to hospital STAT.

Persons who are using Nitroglycerine for angina on admission to the jail may keep up to 10 tablets with them at all times.

12. Gastric Distress

Definition:

Pressure in epigastric area, heartburn, flatus, and pain or tenderness in epigastric area if peptic ulcer is present.

Management:

Signs and Symptoms

Micro Fiched

May be mild and vague -- pressure in epigastric, and flatus in abdomen. Pain may be gnawing, burning, cramp-like, or heartburn. Nausea and vomiting may be present. Distress is often 45-60 minutes after meals or at night. Symptoms are relieved with food, milk, antacids. If after 12 hours, epigastric pain persists or increases in intensity, or abdomen becomes extremely tender with board-like rigidity -- patient should be seen by physician. Hemorrhage may be manifested by giddiness, faintness, tachycardia, or tarry stools.

Treatment

A patient presenting symptoms of epigastric pain should have blood pressure and pulse checked to rule out possible cardiac problems that have similar symptoms. A registered nurse may initiate this treatment by giving one of the medications listed. If symptoms persist or worsen, the patient should be seen by physician.

1. Mylanta, 1 or 2 tablets, or 1 or 2 tablespoon, as necessary.

2. Celusil, or Maalox (liquid), 1 or 2 tablespoons every 2-4 hours, as necessary.

CAUTION: All patients on antacids need to be watched for diarrhea, constipation, and fecal impaction.

SPECIAL NOTE: The following drugs may aggravate peptic ulcer: Rauwolfia (Reserpine), Phenylbutazone (Butazolidin), and Salicylates (Aspirin), alcohol, caffeine.

13. Diarrhea & Constipation

Definition:

Constipation is hard, dry stools.

Diarrhea is loose and watery stools.

Management:

Signs and Symptoms

Constipation - Changes in color, consistency, and ease of expulsion--darker, harder, and difficult or painful to pass.

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Cause - Inadequate fluids, low-residue diets, physical inactivity; or the following drugs, iron, belladonna, codeine, diuretics, calcium, and aluminum hydroxide.

Diarrhea - Loose, watery, frequent stools, sometimes green with mucous shreds indicating a possible infection. "Tarry" color may indicate digested blood which may originate in upper G.I. tract. Bloody stools may indicate hemorrhage which may originate in rectal or anal region. Dark green stools may indicate excessive bile. Other color changes may be due to dietary excesses or effect of medications.

Treatment

A registered nurse may initiate the following treatment, following his/her evaluation of the symptoms, and/or other methods to relieve the symptoms have been unsuccessful. Cause should be evaluated if symptoms persist.

Acute Constipation - May be treated for 3 days consecutively.

1. Milk of Magnesia, 1 oz. at bedtime.

OR

2. Dioctyl Sodium Sulfuccinate, 400mg., 1 cap H.S., as needed.

OR

3. Caroid bile salt 2 Tablets daily, as necessary.

Procedure for Care of Diarrhea and Constipation (Cont'd)

4. Dulcolax Suppository, as needed; or Dulcolax, 5mg., 1 or 2 tablets, as needed, H.S.
5. If above are not effective; Fleets, Baxter, or Travanal Enema may be used.

Chronic Constipation - should be referred to the physician.

Diarrhea - Uncomplicated diarrhea can be treated for 3 days. If vomiting accompanies diarrhea -- treat with either clear fluids or nothing by mouth if symptoms persist after 24 hours -- contact physician. If tarry stools are present, seek medical care.

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1. Kaopectate, 2-4 tablespoonsful (adult), after each loose stool, as needed.

14. Care of Ear Infections, Pharyngitis, Sinusitis & Upper Respiratory Infections

Definition:

External Otitis is an infection in the ear canal usually due to bacteria, fungi, contact dermatitis, seborrheic dermatitis -- predisposing factors are swimming in contaminated water, trauma due to attempts to clean, etc.

Otitis Media is an inflammation of the middle ear, often accompanying or following upper respiratory disease.

Sinusitis is an infection of the sinuses -- may be acute or chronic.

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Upper Respiratory Infection is an infection of the upper respiratory tract and may include common cold, grippe, acute bronchitis, and tracheobronchitis.

Management:

Signs and Symptoms

External Otitis - Itching and pain in the dry, scaling ear canals; there may be watery or purulent discharge present; pain is intensified with touching or moving auricle. Usually no fever nor deafness.

Suppurative Otitis Media - Pain, deafness, fever, chills, and a feeling of fullness and pressure in the ear. Usually follows URI. The tympanic membrane is red and bulging.

Serous Otitis Media - Slight pain, deafness, feeling of fullness in the ear. Tympanic membrane is gray, often retracted, an air fluid level may be seen. Often follows or accompanies URI.

Pharyngitis - Inflammation may be diffuse or localized; throat is dry and sore; fever, malaise; red and slightly swollen mucosa. If tonsillar pillars are involved there will be pus or exudate present -- also chills, fever, headache, anorexia. If larynx is involved there will be hoarseness present.

Sinusitis - Acute infection resemble those of acute rhinitis but are more severe; headache, facial pain, tenderness and swelling with nasal obstruction. Chronic infection may have no symptoms except non-productive cough.

Upper Respiratory Infection - Malaise, "feverishness" with usually little or no fever, headache and myalgia. Nasal discomfort (burning, fullness, itching) with watery discharge. Secondary infections may follow.

CARE OF EAR INFECTIONS (Cont'd)

Treatment

When symptoms are present, a registered nurse may initiate this treatment. If there is evidence of an acute infection, elicit history of allergies to antibiotics and contact physician before starting antibiotics.

For External Otitis use:

Cortisporin Otic Drops, 4 drops into ear canals, q.i.d.,
as needed. and

Tylenol, enteric coated aspirin 5 gr., or APC (plain),
1 or 2 tablets every 4 hours, as needed for pain.

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For suspect Serous Otitis Media, Pharyngitis, URI, Sinusitis use:

Actifed, 1 tablet q.i.d., prn congestion or

Triaminic expectorant two tablespoons q.i.d., prn
congestion and cough. and

Tylenol, enteric coated aspirin 5 gr., or APC (plain),
1 or 2 tablets every 4 hours as needed for pain or fever.

If symptoms increase and the above are not effective, contact physician.

A throat culture should be done for most cases of pharyngitis, especially if fever, exudate, or tender cervical nodes are present.

15. Psychotic Episode Mental Agitation, Severe
Nervousness, Depression

Definition:

Psychotic episode is a serious disturbance of behavior, affect or thought which makes the patient unable to cope with his life situation and interpersonal relationships.

Management:

Signs and Symptoms

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A. Overactive

1. Disturbed, uncooperative, paranoid behavior.
2. Anxiety and panic-like state, tachycardia, fainting or passing out, hyperventilation, pacing, etc.
3. Assaultive and destructive.
4. Noisy. (verbally)

B. Underactive

1. Depression.
2. Fearfulness.
3. Slowing of responses.
4. Sad facial expression.
5. Suicidal potential.

Treatment

A. Overactive and Underactive

1. Determine (from family, jail staff, ambulance driver, etc.) if patient has had past mental illness, hospitalizations, injuries or serious illnesses, uses alcohol or drugs or has experienced crises in interpersonal relationships or intrapsychic conflicts.
2. Be interested and listen to patient -- encourage him/her to tell you their thoughts and feelings. Be calm, firm, and confident.

Care for Psychotic Episode (Cont'd)

3. Suspect and evaluate suicide in every underactive person.
4. If behavior does not moderate with above, consult physician or Yolo County Mental Health Services.

B. Medication Administration

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1. Overactive

May be treated as acute anxiety (see Standardized Procedure) after evaluation and if appropriate.

2. Underactive

Should advise jail staff and other nursing staff to closely observe and may treat depression after evaluation, if appropriate. with Elavil 25-50mg t.i.d. prn x 3 days if Mental Health evaluation is pending.

16. Convulsive Disorders (Epilepsy)

DEFINITION:

EPILEPSY is a convulsive disorder characterized by abrupt transient symptoms of a motor, psychic, sensory, or autonomic nature., maybe associated with changes in consciousness -- probably are secondary to sudden transient alterations in brain functions associated with excessive rapid electric discharges. Onset of is before age 30 years, later onset suggests organic disease. Emotional disturbances play a significant "trigger role, and some seizures tend to occur during sleep:

MANAGEMENT:

SIGNS AND SYMPTOMS

Micro Fished

1. GRAND MAL -- major epilepsy - An aura particular to the individual may precede the loss of consciousness, patient generally falls and cries out; skeletal muscles go into strong tonic contractions; dyspnea and cyanosis maybe present; severe generalized clonic convulsive movements begin seconds later; frothing at the mouth, loss of bladder and bowel control, and tongue biting may occur; flaccid coma follows; pupils dilate; maybe confused and disoriented when first awakens.
2. Petit Mal -- (minor epilepsy) - May include myoclonic jerks, akinetic seizures, and brief blank spells with a vacant expression, cessation of motor activity, and loss of muscle tone.
3. JACKSON EPILEPSY -- Seizure maybe motor, sensory, or autonomic in type which generally starts in a limb or in the face and spreads in a more or less orderly fashion to joining areas. Loss of consciousness may occur when seizure becomes generalized.
4. STATUS EPILEPSY -- Recurrent seizures without return of a good degree of consciousness between seizures.

TREATMENT:

If patient is known to have a convulsive disease and has the medication with him, it should be continued as prescribed. Have patient seen by physician at next sick call. If patient does not have medication with him but is known to have a convulsive disorder, check with his private physician for verification of medication and dosage or check with jail physician as to medications to be given if necessary. An inmate's word can be taken as to name and dosage of seizure medications to be taken, if within normal dosage range, until patient can be seen by the jail physician. Never withdraw anticonvulsive medications suddenly.

GRAND MAL:-- A padded tongue blade to prevent tongue biting if it can be introduced without being forced. DO NOT forcibly restrain. Request officers not to move an inmate when seizing (unless safety is a factor) Prevent self inflicting injury. Immediately after the convulsion, turn person on side to prevent aspiration and clear airway.

DILANTIN 100mg. c Pb $\frac{1}{2}$ T cap. 3-4 times daily.

DILANTIN 100 mg. T cap. 3-4 times daily

MYSOLINE 250 mg. (only as prescribed)

Micro Fiched

STATUS EPILEPTICUS

1. Follow same procedure for grand mal seizures.
2. Monitor vitals signs.
3. Transport to the Emergency room immediately.

17. Anaphylactic Reactions

Usually occur after administration of drugs or other agents to which the patient has become sensitized. The reaction usually follows within seconds to minutes after exposure and may consist of light-headedness or syncope, flushing to pallor, paresthesias, generalized itching, palpitation and tachycardia, signs and symptoms of pulmonary edema, asthma and vascular collapse.

Treatment must be initiated immediately. This may be a life threatening reaction.

- a. Epinephrine (1:1000 aqueous) 0.3-0.5 ml subcutaneously and massage injection site. May repeat 0.3 ml dose every 10-15 minutes X 2 as needed.
- b. Maintain open airway (head positioning, airway, endotracheal tube, tracheostomy) as needed.
- c. Aminophylline 500 mg IV and hydrocortisone 100 mg IV - for bronchospasm. Micro Fiched
- d. Transport to emergency room as soon as possible.

F. PROCEDURES

I. Communicable Disease Control

It is the responsibility of the Physician and Family Nurse Practitioner to inform the County Communicable Disease control officer whenever there exists in the jail facilities an actual or potential communicable disease problem. If, in the opinion of the CD officer, there is such a risk, it will be the combined responsibility of the Health Department, Jail Physician, and Sheriff's Department to take appropriate measures.

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II. Stool Cultures

A. Instructions to Patient:

1. (follow procedure as outlined for Ova and Parasites) putting the portion of stool in the CULTURE specimen bottle. (see below)
2. Be sure a soft portion of the stool is used.
3. Bring specimen to laboratory within a few (2-6) hours of collection.
4. Shigella and Salmonella organisms, the cause of some of the common diarrheas, do not survive well in the preservative solution, thus chances of recovering the causative agent are lessened by delay in delivery of specimens to the lab.
5. Specimens for stool culture should be collected on three consecutive days.

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Stool for Ova and Parasites

A. Obtain proper containers from laboratory.

B. Instructions to patient:

1. Place several sheets of newspaper above water level in toilet. Defecate onto this paper.
2. With the paddle provided, take a walnut-sized part of the stool (not the first plug) and place in the liquid in the sample bottle marked parasites, MIX the stool and liquid well. (if not well mixed the specimen will be unsatisfactory)
3. Put another portion of the soft part of the stool in the bottle marked ova and MIX.
4. If stool is liquid, add about 1 tablespoon to each bottle.
5. Hard stools are not acceptable. Patient should wait until a soft stool is passed to collect specimens.

C. Do not refrigerate the specimen. (the preservative congeals)

- D. Completely fill out proper laboratory report form. Enter jail physician's name, address, and the name of the jail. Be sure to put down any foreign places visited, and dates. Record date specimen collected. Be sure patient puts name on bottle.

- E. Specimens for ova and parasites should be collected once a week for three weeks. The laboratory prefers to have these specimens come in on Monday. Reports may take up to two weeks.

III. Administering & Storing Legally Obtained Drugs

A. Legal Basis

Every facility administrator, in cooperation with the facility physician or the county medical officer, shall develop plans, establish procedures, and provide space and accessories for the secure storage and the controlled administering of all prescription drugs.

Source

Title 15, California Administrative Code, Section 1163 (see Appendix B, Part II).

B. Legal Requirements for Administering and Storing Drugs

Micro Fiched

1. All prescription drugs shall be stored in lockable cabinets or closets, and/or refrigerators located in the treatment area, accessible only to MDs or nurses. Non-legend drugs may be accessible to MDs or nurses or other designated personnel.
2. Before medication is administered, positive identification of the recipient is required.
3. Medication may only be administered according to MD's instructions.
4. Medication must be ingested in front of nurse or correctional officer.
5. Addictive substances must be administered in liquid or powdered or whenever possible.
6. When a prescribed substance is administered, it shall be recorded on the patient's rand card. If prescribed substance is refused or withheld, a notation to that effect should be made on the patient's rand card or chart.
7. No medication shall be administered by an inmate.

Source

Title 15, California Administrative Code, Section 1163 (See Appendix B, Part II).

C. Handling of Medication Procedure

All prescribed medication may be given only on the order of a physician or ordered on standardized procedures. The medication should preferably be ordered in writing by the prescriber directly on the patient record. Such order should include the name of the drug, the strength, the time interval between doses, and the number of doses (not to exceed Stop Order Policy). Oral orders may be given only to a licensed nurse/P.A. and immediately recorded on the physician's order sheet in the patient's chart. The prescriber must within 72 hours countersign these order to verify them.

FILED
JUL 11 1979
PETER J. JAMES, Clerk
COUNTY

AGREEMENT NO. 79-279

(Agreement for Physician Services)

THIS AGREEMENT made and entered into this 1st day of July, 1979, by and between the COUNTY of YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and William Stansell, M.D., hereinafter referred to as PHYSICIAN.

W I T N E S S E T H:

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RECITALS:

1. COUNTY is obligated to furnish necessary medical care and treatment to persons in the custody of the Sheriff, and for inmates of the County Jail, together hereinafter referred to as INMATES.
2. COUNTY is further obligated to furnish necessary medical care and treatment to persons in the custody of Juvenile Hall.
3. COUNTY operates through its Health Department a program to comply with the above recited obligation, hereinafter referred to as PROGRAM.
4. PHYSICIAN is a duly qualified and licensed physician and surgeon, and by this agreement COUNTY retains his services as an independent contractor.

AGREEMENTS:

COUNTY, in consideration of PHYSICIAN'S promises contained in hereinafter recited agreements, and PHYSICIAN, in consideration of COUNTY'S promises contained in hereinafter recited agreements, agree:

1. PHYSICIAN'S SERVICE OBLIGATIONS:

- A. Responsible for the quality of INMATE medical care in COUNTY'S Branch and Main Jails, hereinafter referred to as JAILS.
- B. Consult with COUNTY'S herein designated representatives on matters related to PROGRAM compliance in the JAILS with the medical service provisions of the Minimum Standards for Local Detention Facilities promulgated by the State Board of Correction (15 CAC, Section 1161).

1 C. On behalf of the County Medical Officer, PHYSICIAN or his designated
2 replacement, who shall be a duly qualified and licensed physician,
3 is to be on call twenty-four (24) hours per day for the rendition of
4 medical emergency services or telephone consultation at the discre-
5 tion of the physician to inmates of the County Jail and/or persons
6 in the custody of the SHERIFF. PHYSICIAN'S designated replacement
7 shall be approved in advance by the Health Officer of COUNTY in
8 writing.

Micro Fiched

- 9 D. Serve as PRECEPTOR for PROGRAM'S Physician's Assistance when the
10 Physician's Assistant is practicing in COUNTY'S JAILS. Said
11 preceptorship shall be conducted in accordance with herein described
12 standarized procedures and shall include, as a minimum, assignment
13 to PHYSICIAN of the responsibility make all final diagnosis, to issue
14 all prescriptions, and to review treatment plans on at least a
15 selected basis.
- 16 E. Provide a suitable and qualified replacement, agreeable to perform
17 under the terms and conditions of this agreement, in his absence; and
18 to provide one week's advance notice of planned absences to COUNTY'S
19 herein designated representatives.
- 20 F. Review and approve or modify all herein described JAIL Diagnosis and
21 Treatment Protocols.
- 22 G. Review and consult from time to time with COUNTY'S herein designated
23 representatives concerning the effectiveness and efficiency of the
24 herein described standarized procedures, and herein described Diagnosis
25 and Treatment Protocols.

26 2. COUNTY'S SERVICE OBLIGATIONS:

- 27 A. Provide to COUNTY'S JAIL and JUVENILE HALL a Physician's Assistant
28 to practice medical care as defined and authorized, and to the maxi-

1 mum extent of that authorization, by the Business and Professions
2 Code, Section 3500 et seq. Said practice shall be conducted in ac-
3 cordance with herein described standardized procedures and shall in-
4 clude as a minimum assignment to the Physician's Assistant for the
5 JAILS aspect of PROGRAM, the responsibility to perform examinations,
6 make preliminary diagnoses subject to the review of PHYSICIAN, re-
7 commend prescriptions to the PHYSICIAN, and formulate treatment plans
8 subject to the selective review of PHYSICIAN. This Physician's Ass-
9 istant will be further responsible for the medical supervision of
10 assigned and hereinafter described Licensed Vocational Nurses.

- 11 B. Provide to COUNTY'S JAILS and JUVENILE HALL Licensed Vocational Nurses
12 in such arrangements of staff time within PROGRAM'S authorized strength
13 as are assigned by the Physician's Assistant, to administer medications.
14 C. Designate hereinafter representatives for the purposes of performing
15 the herein described consultation and administration functions.
16 D. Administer PROGRAM.

17 3. COUNTY'S DESIGNATED REPRESENTATIVES:

Micro Fiched

- 18 A. COUNTY'S designated representatives for consultation are the PHYSICIAN'S
19 ASSISTANT, the Director of Public Health, and the Health Department's
20 Public Health Physician.
21 B. COUNTY'S designated representative for PROGRAM administration is the
22 Director of Public Health.

- 23 4. STANDARDIZED PROCEDURES: PROGRAM will provide initial standardized pro-
24 cedures, attached hereto as Exhibit "A", and incorporated herein by reference
25 thereto, governing the working relationship of PHYSICIAN, Physician's
26 Assistant, and Licensed Vocational Nurses. These standardized procedures
27 will be reviewed and modified from time to time by COUNTY'S herein desig-
28 nated representatives after consultation with PHYSICIAN. If modified this

1 agreement need not be amended for the modification procedure to be fully
2 binding.

- 3 5. DIAGNOSIS AND TREATMENT PROTOCOLS: PROGRAM will provide initial diagnosis
4 and treatment protocols, attached hereto as Exhibit "B" and incorporated
5 herein by reference thereto, governing the diagnosis and treatment of
6 generally encountered primary care situations, subject to PHYSICIAN'S
7 review and approval or modification insofar as these protocols effect
8 PHYSICIAN'S JAIL responsibilities. If modified this agreement need not
9 be amended for the modified protocols to be fully binding. Micro Fiched

- 10 6. HOURS OF OPERATION: Unless otherwise modified through the operation of
11 any other provisions of this agreement, services hereinafter are to be
12 rendered Monday through Friday 8:00 a.m. through 5:00 p.m. and for two
13 hours on Saturday and two hours on Sunday.

14 7. PAYMENT:

- 15 a. For services rendered hereunder from 0001 hours military time Monday
16 to 2400 hours military time Friday of each week during the term of
17 this agreement COUNTY shall pay PHYSICIAN the sum of SIX HUNDRED FORTY
18 EIGHT DOLLARS (\$648.00) per month as compensation for said services.
19 Notwithstanding the foregoing, in the event PHYSICIAN renders said
20 services in excess of twenty hours in any one month, he shall be
21 compensated for such hours of services in excess of twenty at the
22 rate of THIRTY-FIVE DOLLARS (\$35.00) per hour.
23 However, in no event shall PHYSICIAN be paid more than SEVEN HUNDRED
24 DOLLARS (\$700.00) per month for said services.
- 25 b. For services rendered hereunder from 0001 hours military time Sat-
26 urday to 2400 hours military time Sunday of each week during the
27 term of this agreement COUNTY shall pay PHYSICIAN the sum of THIRTY-
28 FIVE DOLLARS (\$35.00) for the first hour or any fraction thereof

1 and THIRTY-FIVE DOLLARS (\$35.00) per hour thereafter
2 in either twenty-four hour period beginning 0001 hours military time
3 Saturday and ending 2400 hours military time Saturday, beginning 0001
4 hours military time Sunday and ending 2400 hours military time Sunday.

- 5 c. The maximum compensation for services rendered under the terms of
6 this agreement shall be FIFTEEN THOUSAND FIVE HUNDRED DOLLARS
7 (\$15,500)per annum.

Micro Fiched

- 8 d. Said payments shall be made by COUNTY to PHYSICIAN upon his sub-
9 mission of a monthly claim to COUNTY detailing hours and dates of
10 service. Said claim shall be countersigned and approved by the
11 Director of Public Health of the COUNTY.

12 8. RELATIONSHIP OF PARTIES:

- 13 a. It is specifically understood and agreed that contractor is an
14 independent contractor and is not subject to the direction and
15 control of COUNTY except as to final result. Contractor shall be
16 solely liable and responsible to pay all required taxes and other
17 obligations, including, but not limited to, applicable withholding
18 and Social Security. Contractor agrees to indemnify and hold the
19 COUNTY harmless from any liability which it may incur to the Federal
20 or State Governments as a consequence of this contract.

21 9. LIABILITY:

- 22 a. PHYSICIAN agrees to defend, indemnify and hold COUNTY harmless from
23 any and all claims, liability or loss arising from PHYSICIAN'S
24 performance under this agreement.
25 b. PHYSICIAN shall purchase and maintain, for the duration of this
26 agreement, public liability insurance in the amount of at least
27 \$100,000/\$100,000 specifically naming COUNTY as an insured party
28 thereto for all purposes.

1 10. AMENDMENTS: The body of this agreement, together with any exhibits attached
2 hereto, fully expresses all understanding of the parties concerning all
3 matters covered and shall constitute the total agreement. No addition to,
4 or alteration of, the terms of this agreement, whether by written or verbal
5 understanding of the parties, their officers, agents or employees shall be
6 valid unless made in the form of a written amendment to this agreement
7 which is formally approved and executed by the parties executing this
8 agreement or their successors in office. Micro Fiched

9 11. NOTICE: Any notice to be given parties to this agreement may be given
10 personally or by depositing the same in the United States Mail, postage
11 prepaid, and addressed to PHYSICIAN or the Director of Public Health as
12 applicable, at the last known mailing address of either.

13 12. TERM: The term of this agreement shall commence July 1, 1979, and shall
14 terminate on June 30, 1980, unless sooner terminated by either party on
15 thirty (30) days written notice to the other of such intent.

16 IN WITNESS WHEREOF, the parties hereto have executed this agreement
17 as of the day and year hereinabove setforth.

COUNTY OF YOLO, a political sub-
division of the State of California

18
19 John A. Morland
20 CHAIRMAN OF THE BOARD OF SUPERVISORS

JUL 11 1979

21 ATTEST

22 PETER McNAMEE, CLERK

23 BY Ed E. Lucas
24 Deputy

25
26 William Stansell
27 WILLIAM STANSELL, M.D.
28 MD

APPROVED AS TO FORM

CHARLES R. MACK
COUNTY COUNSEL

28 BY Elizabeth A. Holly
DEPUTY COUNTY COUNSEL

STANDARDIZED PROCEDURES REGARDING HEALTH DEPARTMENT PROVIDER RELATIONSHIPS

Delineation of services and responsibilities of physician, PA, LVN's, Health Department Director.

<u>Services & Responsibilities</u>	<u>Physician</u>	<u>P.A.</u>	<u>H.D. Director</u>	<u>LVN's</u>
1. Program Administration	Consultative	Operations	Primary	--- Micro Fiched
2. Standardized Procedures	Consultative	Consultative	Primary	---
3. Diagnosis & Treatment Protocols Content	Primary	Consultative	Consultative & Program	---
4. Records	Final	Primary	Program	---
5. Diagnosis	Final	Preliminary	---	---
6. Prescriptions	Signs all	Recommends	---	---
7. Individual Patient Treatment Plans	Reviews on selected basis	Formulates plans	---	---
8. Examinations	Emergency & Secondary	Primary	---	---
9. Supervision of LVN's	---	Full	---	---
10. Direct Medical Care	Emergency & Secondary	Primary	---	Scheduled Administration of medications
11. Quality of Care	Primary	Secondary	Program	---
12. Medications (a)	Prescribes	Responsible for administration	---	Administration of medications
Security (b)	Consultative	Primary	Program	---
13. FNP Supervision	Medical	---	Primary	---

LVN Community Practice Group

B. A. Cole
Director

Physician

Physician's Assistant

Yolo County Health Department
MANUAL OF POLICIES & PROCEDURES

MEDICAL CARE FOR
COUNTY PRISONERS

IV. DIAGNOSIS AND TREATMENT PROTOCOLS

A. EMERGENCY MEDICAL CARE

Micro Fiched

1. Identifying an Emergency

The deputies at the detention facilities must exercise reasonable judgment in evaluating what kinds of medical conditions are emergencies. Prisoners with serious or life-threatening conditions must receive immediate medical care. Examples of such conditions include:

- a. Profuse bleeding.
- b. Major injuries or burns.
- c. Difficulty in breathing.
- d. Cyanosis (blue color).
- e. Loss of consciousness.
- f. Acute abdominal or chest pain.
- g. Violent uncontrollable behavior.
- Minor physical complaints and chronic conditions without acute change are not emergencies.
- When a deputy is uncertain as to whether a prisoner's complaint is an emergency, the deputy may obtain advice by telephone from the staff physician on call.

2. Emergencies During Normal Working Hours

During normal working hours (Monday through Friday, 8:00 a.m. to 5:00 p.m., except holidays), for prisoners requiring urgent emergency medical care a brief attempt should be made to contact the FNP/PA. If not immediately available, prisoner should be taken to Yolo General Hospital for evaluation and treatment by a staff physician.

3. After-Hour Emergencies

At times other than normal working hours, for prisoners requiring emergency medical care an attempt should be made to contact the jail physician. If he is not immediately available and/or urgent measures are required, prisoner is to be taken to Yolo General Hospital in accordance with interagency agreement.

B. CONTINUATION OF ESSENTIAL MEDICATIONS

Many illnesses can be adversely affected by abruptly discontinuing medications. However, because there is such a large number of specific drugs that may be prescribed, certain classes of drugs should be continued by the nurse until a physician can be contacted.

The following information should be obtained from the admittee:

Micro Fiched

1. Drug name, dosage, frequency.
2. Name of physician who prescribed the drug and the last time the physician was seen.
3. The frequency with which the medication was actually taken in the last week.

Confirmation of the information should be attempted by:

1. Seeing the prescribed or the bottle of medication, or
2. Communication with the prescribing physician or his office.

The following classes of medication may be continued by the nurse if the patient has been taking it regularly during the preceding week. (Note date ordered)

Anti-arthritis
Antiasthmatics
Antibiotics
Anti-cancer
Anticonvulsants
Antidiabetics
Anti-glaucomatous

Bronchial dilators
Cardiovascular preparations:
 Antianginal
 Antiarrhythmics
 Digitalis
 Hypotensives
 Diuretics
 Contraceptives, oral
 Hormonal preparations, steroids

These drug classes may be continued on the testimony of the admittee without confirmation until the admittee can be seen by the physician, unless the nurse questions credibility of information given by inmate.

Because of the abuse potential of the antipsychotic drugs, physician confirmation or prescription must be available to continue those medications.

C. DISCONTINUANCE OF MEDICATIONS

STOP ORDER POLICY

The following drugs are to be discontinued from date of order as specified below unless renewed by the doctor.

- | | |
|----------------------------|----------|
| 1. Analgesics | 10 days |
| 2. Narcotics | 5 days |
| 3. Antibiotics | 10 days |
| 4. Anticoagulants | 7 days |
| 5. Antiemetics | 3 days |
| 6. Sedatives and Hypnotics | 3-5 days |
| 7. Dermatologicals | 14 days |
| 8. Psychotherapeutics | 7 days |
| 9. Antianemia Drugs | 30 days |
| 10. Cardiovascular | 30 days |

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D. OVER THE COUNTER DRUGS

Many minor problems can be symptomatically improved with the use of non-prescription drugs. The following drugs may be ordered by the nurse or physician and given by LVN.

- * Aspirin 650 mg. q.i.d. prn pain or Trianalgesic 750 mg $\pm$ q.i.d.
- * Neosporin or Bacitracin Ointment prn minor wound
- * Coricidin Cold Tablets 1 q.i.d. prn cold or Coricidin D or Duxadacin for more severe symptoms
- Desenex Cream or powder b.i.d. prn hot or irritated feet
- * Maalox liquid 15 to 30 cc prn indigestion
- * Mylanta tablets prn indigestion
- * Neo-synephrine intranasal q.i.d. nasal congestion.
- Solarcaine spray prn minor burns
- * Tylenol 650 mg. q.i.d. prn pain or fever

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Medications that are starred (*) should not be given for more than 5 days without consulting a physician.

Milk of Magnesia 1 oz. stat constipation
Cafoid Bile Salt 11 tabs stat constipation

Dulcolax tab $\pm$ prn constipation
when all else has failed

Administration of all over the counter medicines must be recorded in the log book with inmates name, date, time, medicine given and name of person giving medicine.

E. TREATMENT PROTOCOLS - Specific Conditions

1. Wound Care.....9-a
2. Acute Anxiety.....9-b
3. Herpes Simplex.....9-c
4. Heroin Withdrawal.....9-d
5. Athlete's Foot.....9-e
6. Alcoholic Withdrawal.....9-f
7. Gingivitis & Aphthous Ulcer.....9-g
8. Care of the Eye.....9-h
9. Pain or Headache.....9-i
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13. Diarrhea & Constipation.....9-m
14. Care of Ear Infections, Pharyngitis,
Sinusitis & Upper Respiratory Infections.....9-n
15. Psychotic Episode Mental Agitation,
Severe Nervousness, Depression.....9-o
16. Convulsive Disorders (Epilepsy).....9-p
17. Anaphylactic Reactions.....9-q

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E. TREATMENT PROTOCOLS

1. Wound Care

Definitions: A break in the skin

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Management:

Treatment:

All wounds should be washed with an antiseptic soap, green soap or phisoex, and thoroughly rinsed with water. Wounds large enough to require suturing should be covered with a sterile dressing and then sent to Yolo General Hospital Emergency Room. Bacitracin or Neosprin ointment may be applied to minor wounds and then covered with a sterile dressing. All wounds should be checked 24 hours after treatment for signs of local infections (redness, swelling, heat). Wounds should be washed and have dressing changed daily until healing is well along.

The nurse should give an adult Diphtheria-Tetanus booster in all wound cases where there has not been a booster in the last 5 years.

2. Acute Anxiety

Definition : Anxiety is a feeling of apprehension, uncertainty and fear.

Management:

Signs and Symptoms:

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Maybe only the patient's subjective feelings but may also include tachycardia, restless movements, tremor, diaphoresis, and increased blood pressure.

Treatment:

Serax 15mg., 30mg. po 3-4x daily or Sinequan 50mg. H.S. To be used on a one time, non repeatable basis where there is significant anxiety, especially where an isolated identifiable temporary situational factor is predisposing. Attempts to verbally calm the patient should always be tried before medication is given. The nurse must also evaluate whether or not referral to the Yolo County Mental Health Services may be more appropriate.

3. Herpes Simplex

Definition: An acute virus disease marked by groups of watery blisters on borders of the lips or nose.

Management:

Signs and Symptoms

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Recurrent small, grouped vesicles on an erythematous base, especially around mouth and nose. Burning and stinging are often present. Lymph nodes may be swollen and tender. May follow minor infections, trauma, stress, or sun burn.

Treatment

Cleanliness is of utmost importance. A registered nurse may initiate treatment with either #1 or #2 of the listed medication (below) when there is no evidence of infection. Crusting with possible bacterial infection -- then use #3.

1. Carpho-phenique, apply topically, as needed, or
2. Vitamin A and D Ointment, apply topically, as needed

If crusting is present or any evidence of infection then use:

3. Bacitracin Ointment, apply topically, as needed.

NOTE: Differential diagnosis needs to be made for herpes zoster and impetigo. Healing takes 1-2 weeks. Recurrences are common. Topical corticosteroids are contraindicated.

4. Heroin Withdrawal

Definition: Symptoms produced by the absence of heroin in a person psychologically and physically dependent on the drug.

Management:

Signs and Symptoms

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Mild: yawning, lacrimation, perspiration

Moderate: tremors, loss of appetite, insomnia

Severe: diarrhea, vomiting, muscle pain and cramps

Typically the onset of symptoms occurs 8 to 12 hours after the last dose reaching maximum intensity between 36 and 72 hours then gradually diminishing over 5 to 10 days. Weakness, insomnia, nervousness, and muscle aches and pains may persist for several weeks. In severe cases death may result. A history of heroin use and signs of needle tracts should be sought.

Treatment:

The nurse may give the following medications based on her evaluation of the severity of the symptoms:

SERAX - 15 to 30 mg. n.o. prn (nervousness, tremors, or muscle cramps)
for nervousness for 1 week t.i.d. x 1 for 1 week, then b.i.d. x 1
week then d.c.

SINEQUAN 50-100 mg. q.H.S. insomnia x 2 weeks

DONNATAL TABLETS - 1 p.o. q.i.d. x 4 days prn abdominal cramping or
or diarrhea

COMBID SPANS - $\frac{1}{2}$ b.i.d. x 4 days

SINEQUAN 25-50 mg. $\frac{1}{2}$ q.i.d. x 1 week general nervousness (short term
treatment.

If the patients condition worsens during treatment, physician evaluation should be sought as soon as possible.

5. Athlete's Foot, Dermatophytosis

Definition: A chronic superficial fungus infection of the skin of the foot or palms. Characterized by itching and burning of interdigital webs of foot, on palms, and soles.

Management:

Signs and Symptoms

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Presenting symptom is usually itching, but burning, stinging, and other sensations, or frank pain from a secondary infection may be present. Often there is fissuring of toe webs, along with maceration and scaling of skin on soles. It may spread to palms. Deep vesicles may be present in acute stage.

Cause

Most infections are caused by *Trichophyton* and *Epidermophyton*.

Treatment

A registered nurse may initiate this treatment. All patients are to be seen at next available sick call so that treatment can be continued.

1. Keep shoes and feet dry -- use Desenex powder as often as necessary.
2. If lesions are dry, apply Tinactin Cream or Desenex Ointment at night. Wash ointment off in morning and use powder during the day.

Patient is to be seen by physician before giving the following treatment:

1. For weeping lesions, soak in Potassium Permanganate 1:10,000 (KNO 4, "Pink Solution") -- one 0.3 gm. (5 gr.) tablet to 3 liters of water, or 0.1 gm. (1½ gr.) tablet to 1 liter of water. Soak for half hour (½) every 4 to 12 hours as necessary.
2. For crusted lesions, soak in Burrow's Solution of 50 ml (1 2/3 oz.) to 1 liter of water. Soak for half hour (½) every 4-12 hours as necessary.
3. For infected lesions, soak in warm water with liquid soap containing Hexachlorophene.

6. Alcoholic Withdrawal

Definition: The psychologic and physical manifestations that occur upon cessation of alcohol ingestion.

Management:

Signs and Symptoms:

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A variety in a progressive spectrum - anorexia, insomnia, autonomic hyperactivity (fever, sweating, increased blood pressure), psychomotor agitation, hallucinations, disorientation, delusions and grand mal seizures. When the entire spectrum is evident a bona fide diagnosis of delirium tremens can be made, which untreated has a 10% to 20% mortality rate. Also helpful in making diagnosis is a history of excessive drinking and alcohol odor on breath. Withdrawal symptoms usually begin within the first 96 hours after the last drink.

Treatment:

Proper treatment can usually reverse the syndrome within 5 to 24 hours. Signs of adequate control include reduction in agitation and a decrease in pulse, blood pressure and temperature.

The nurse should give the following:

In moderately severe cases:

1. Serax 15-30 mg. q.i.d.
2. Thiemine 25 mg. p.o. or i.m. b.i.d. x 7 days.
3. Multivitamin p.o. q.d.

In mild to moderate cases:

1. Librax $\pm$ b.i.d.

If patient fails to stabilize and then improve fairly rapidly, he needs physician evaluation as soon as possible. A patient may need to take Dilantin if he has a seizure history with alcohol withdrawal.

7. Gingivitis & Aphthous Ulcer

Definition:

Gingivitis - An acute inflammation of the gums.

Stomatitis - (Canker Sore)-A shallow mucosal ulcer with flat, fairly even borders surrounded by erythema.

Management:

Signs and Symptoms

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Gingivitis- Pain in gum area, bleeding of gums, fever, lymphadenopathy. Cause unknown. Probably not communicable. Often a symptom of other factors such as poor oral hygiene, inadequate diet, alcoholism, and other diseases such as infectious mononucleosis, nonspecific viral infections, bacterial infections, and diabetes mellitus.

Stomatitis-(Canker Sore)-Pain in local mucosal ulcer area, ulcer is usually surrounded by erythema. One or more ulcers may be present; generally reoccur. Cause is unknown. May be associated with inflammatory bowel disease, nuts, chocolates, and citrus fruits may cause flare-ups.

Treatment

When the above symptom(s) are present a registered nurse may initiate treatment but if symptoms persist or worsen, the underlying causes need to be evaluated by a physician.

Gingivitis

1. Stress need for good oral hygiene with tooth brushing, dental flossing or use of stimulants.
2. 3% (10 volume) Hydrogen Peroxide in an equal volume of water for a mouthwash, as often as necessary ($\frac{1}{2}$ water and $\frac{1}{2}$ peroxide). OR
3. Sodium Perborate Powder, 1 teaspoon in a glass of water as a mouthwash, as often as necessary.

Stomatitis (Canker Sore)

1. 3% (10 volume) Hydrogen Peroxide, apply topically, as often as necessary.

Note: Healing usually occurs in 1-3 weeks

2. If #1 is not effective, try 1% or 2% Gentian Violet, topically applied daily, for a maximum of 6 times.

8. Care of the Eye

Definition:

Conjunctivitis is an inflammation of the conjunctiva, resulting from an allergy, a bacterial, viral or rickettsial infection or physical or chemical trauma.

Injuries-types of eye injuries are acid or alkali burns, actinic keratitis (excessive sunlight), contusions and hematoma, corneal laceration or abrasion, and foreign bodies.

Management:

Signs and Symptoms

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Conjunctivitis

Bacterial-may have no pain or blurring of vision, redness may be present; discharge of abundant purulence indicates infection caused by pneumococcus or gonococcus.

Viral-usually associated with pharyngitis, fever, malaise, redness, copious watery discharge and scanty exudate.

Allergic-bilateral tearing, itching, redness, and minimal discharge.

Acute conjunctivitis can easily be confused with acute Iritis and acute glaucoma, all of which present with red eye and discharge.

	<u>Acute Conjunctivitis</u>	<u>Acute Iritis</u>	<u>Acute Glaucoma</u>
Symptoms	Irritation-mild foreign body sensation	Eye ache with light sensitivity	Pain & blurred vision, sometimes nausea & vomiting
Vision	Normal	Normal to hazy	Markedly impaired
Signs	Diffuse injection both palpebral & bulbar conjunctiva.	Circumcorneal injection with tearing	Diffuse injection bulbar conjunctiva, steamy cornea with tearing
Pupil	Normal	Constricted	Dilated
Prognosis	Rapid response to antibiotics when bacterial cause	Slow response to steroids & mydriatics	Needs immediate medicine and possibly surgical therapy

Procedures for Care of the Eye (Cont'd)

Injuries

Acid or Alkali Burns - may be caused by hair spray.

Actinic Keratitis - (ultraviolet keratitis) Usually 12 hours after exposure patient complains of agonizing pain and severe photophobia.

Contusions and Hematoma - subconjunctival hemorrhage, ecchymosis ("black eye"), hemorrhage into anterior chamber, and other severe symptoms. Injury may not be apparent for days or weeks.

Corneal Laceration - severe pain, especially with movement of lid over the cornea.

Foreign Bodies - usually pain; less pain on blinking when the eye is turned away from foreign body.

Treatment

When symptoms are present, a registered nurse may initiate this treatment. If there is any doubt about the symptoms and the condition, do not start medications, and check with physician. If symptoms persist for more than 3 days with treatment or worsen, patient should be seen by a physician immediately.

Acid or alkali burns and/or foreign bodies - Irrigate eye with normal saline solution, if available, or tap water for at least 20 minutes for burns.

It is easy to overlook a closed eye during irrigation. The eyelid should be held open. The progress of the procedure can be monitored with PH paper. If alkali burn, must remain normal for at least 7 minutes after stopping irrigation. All burns need to be sent to the emergency room as soon as possible. Cover eye with patch.

Mild Irritation without discharge - Patient should be advised to wash hands carefully before and after touching eye.

Visine, 3 or 4 drops into eyes, q.i.d., prn.

NOTE: Immediate physician evaluation is needed if there is marked pain in the eye or history of glaucoma.

Procedures for Care of the Eye (Cont'd)

Minor infection with non-purulent discharge, redness, and itching - if the above treatment is ineffective then start: Sodium Sulfacetamide (Sulazyd) Ophthalmic Solution 10% or ointment, 1-2 drops into eyes, every 4 hours. or

Neosporin Ophthalmic suspension, 3-4 drops into eyes. q.i.d., as necessary.

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9. Pain or Headache

Definition:

Headache is a diffuse pain in different portions of the head and not confined to any nerve distribution area -- may be frontal, temporal, or occipital.

Pain is a protective mechanism of the body; an unpleasant reaction to massive stimulation of the sensory nerves -- a symptom of derangement of function, disease or injury of a part.

Management:

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Signs and Symptoms

Headache - "Tension headache" is usually dull, drawing, pressing, burning or vague pain in occipital and supraorbital areas. Band-like contractions around head associated with emotional tension. The underlying cause of the headache should be investigated.

Pain - is observed by its nature, its cause and origin, its duration, its severity of the disease or disorder as well as the region in which it occurs. Nature -- severe, sharp, piercing, dull, mild, throbbing; duration -- remittent, persistent, sudden onset, slow in development; location -- region, area, relation to an organ.

Treatment

When symptoms are present, a registered nurse may initiate this treatment. If symptoms persist, the underlying cause should be investigated. Whenever possible use Tylenol in treatment of members of the Black race. The nurse may give:

For mild pain or headache:

Aspirin Compd. or enteric coated.

Aspirin, 5 gr. (adult), one or two tablets, every 3-4 hours, as needed. Do not give aspirin to person with Sickle Cell Disease. or

Tylenol, 325 mg., one or two tablets, every 3-4 hours, as needed.

NOTE: Patients with Sickle Cell Disease or receiving Anti-coagulant should have Tylenol -- not Aspirin.

Procedure for Care of Pain or Headache (Cont'd)

For moderate pain:

Trianalgesic pr. $7\frac{1}{2}$ gr. q.i.d. Check with physician if pain persists or worsens.

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10. Mild Asthmatic and/or Mild Allergic Reactions

Definition:

Asthma is characterized by reversible airway obstruction produced by the combination of mucosal edema, hypertrophy of the bronchial musculature, and excessive secretion of viscous mucus.

Allergic Reaction (mild) is a hypersensitive state caused by the antigen antibody reaction that releases histamine from body storage sites.

Management:

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Signs and Symptoms

Asthma - Recurrent attacks of wheezing, dyspnea, cough, and mucoid sputum. Nasal symptoms of itching, congestion, and watery discharge may precede attacks of wheezing.

Allergic Reaction (mild) - Flushing and/or pallor, urticaria, itching (especially throat), erythema (diffuse hives), sometimes abdominal cramps, nausea, and vomiting.

Allergic Reaction (more severe) - Dyspnea, hypotension, persistent cough with frothy sputum. Seek medical care and follow order for anaphylactic reaction.

Treatment

When symptoms are present a registered nurse may initiate this treatment by giving one of the medications listed. If symptoms persist or worsen patient should be seen by a physician as soon as possible, or the physician be contacted for a verbal order to continue medication.

Asthma and Bronchospasm - If mild wheezing is present, without significant shortness of breath then:

1. Encourage intake of oral fluids.
2. Give: Tedral, one tablet, q.i.d., for 24 hours.
3. If patient is unable to take oral medications, then use Aminophyllin Suppository 200mg every 4 hours, times 2.
4. If above is not effective and symptoms of dyspnea, labored breathing, and anxiety are present, notify physician.

See - Order for Care of Anaphylaxis.

Procedure for Mild Asthmatic (Cont'd)

Mild Allergic Reaction (for severe reaction see anaphylactic reaction)

1. If urticaria and diffuse hives are present give:

Benadryl, 50mg., q.i.d. (adult), for 48 hours. Micro Fished

2. If symptoms are mild with running nose and eyes give:

Chlor-Trimeton, 4mg., one tablet, q.i.d., for 48 hours.

11. Cardiac Problems

Definition:

Angina Pectoris is a clinical syndrome characterized by paroxysms of pain or compression in the anterior chest produced as a result of insufficient coronary blood flow and myocardial hypoxia.

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Myocardial Infarction is a process by which myocardial tissue is destroyed in regions of the heart that are deprived of their blood supply after closure of the coronary artery or one of its branches, either by a thrombus or by obstruction of the vessel lumen by atherosclerosis.

Congestive Heart Failure is the occurrence of circulatory congestion from decreased myocardial contractility resulting in inadequacy of cardiac output to maintain the blood flow to body organs and tissues.

Management:

Signs and Symptoms

1. Angina Pectoris - A sensation of squeezing, burning, pressing, choking, aching, bursting, "gas", or tightness. Not localized pain. It appears quickly during exertion, and increases rapidly until patient has to stop; in 80-90% of the time the discomfort is felt behind or slightly to the left of the sternum; short duration, subsides completely in three minutes without residual discomfort if patient stops to rest; blood pressure may elevate, relieved quickly by nitroglycerin.
2. Myocardial Infarction - A steady, constrictive pain not relieved by rest or nitrites; pain may radiate widely; profuse perspiration, moist clammy skin with pallor; dyspnea, weakness, fainting; nausea and vomiting; tachycardia or bradycardia.
3. Congestive Heart Failure - Left ventricular failure--dyspnea, exertional fatigue and weakness and nocturia; orthopnea; paroxysmal nocturnal dyspnea.

Right ventricular failure--Anorexia, bloating, or exertional right upper abdominal pains; headache; weakness; excessive sweating; edema.

Treatment

If symptoms indicate cardiac failure--give O₂ at 6-8 liters/minute and call ambulance Stat. (Paramedics if available)

Procedure for Cardiac Problems (Cont'd)

The nursing assessment of patient with chest pain is essential:

How intense is the pain--dull, sharp, boring, crushing, tearing?

Where is pain located? Does it radiate?

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What is the time and mode of onset?

How long does the episode last?

What factors precipitate pain (breathing, coughing, walking, anger)?

What factors alleviate pain (rest, change in position)? Keep in comfortable position.

Monitor blood pressure, pulse, respiration --record.

With a history of prior use of nitroglycerin the following may be given:

Nitroglycerin, 0.04mg, sublingally may be used -- pain relief should be prompt ($\frac{1}{2}$ - 3 minutes) if it is an angina pectoris problem. May be repeated twice at 5 minute intervals. If chest pain not relieved send patient to hospital STAT.

Persons who are using Nitroglycerine for angina on admission to the jail may keep up to 10 tablets with them at all times.

12. Gastric Distress

Definition:

Pressure in epigastric area, heartburn, flatus, and pain or tenderness in epigastric area if peptic ulcer is present.

Management:

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Signs and Symptoms

May be mild and vague -- pressure in epigastric, and flatus in abdomen. Pain may be gnawing, burning, cramp-like, or heartburn. Nausea and vomiting may be present. Distress is often 45-60 minutes after meals or at night. Symptoms are relieved with food, milk, antacids. If after 12 hours, epigastric pain persists or increases in intensity, or abdomen becomes extremely tender with board-like rigidity -- patient should be seen by physician. Hemorrhage may be manifested by giddiness, faintness, tachycardia, or tarry stools.

Treatment

A patient presenting symptoms of epigastric pain should have blood pressure and pulse checked to rule out possible cardiac problems that have similar symptoms. A registered nurse may initiate this treatment by giving one of the medications listed. If symptoms persist or worsen, the patient should be seen by physician.

1. Mylanta, 1 or 2 tablets, or 1 or 2 tablespoon, as necessary.

2. Gelusil, or Maalox (liquid), 1 or 2 tablespoons every 2-4 hours, as necessary.

CAUTION: All patients on antacids need to be watched for diarrhea, constipation, and fecal impaction.

SPECIAL NOTE: The following drugs may aggravate peptic ulcer:
Rauwolfia (Reserpine), Phenylbutazone (Butazolidin),
and Salicylates (Aspirin), alcohol, caffeine.

13. Diarrhea & Constipation

Definition:

Constipation is hard, dry stools.

Diarrhea is loose and watery stools.

Management.

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Signs and Symptoms

Constipation - Changes in color, consistency, and ease of expulsion--darker, harder, and difficult or painful to pass.

Cause - Inadequate fluids, low-residue diets, physical inactivity; or the following drugs, iron, belladonna, codeine, diuretics, calcium, and aluminum hydroxide.

Diarrhea - Loose, watery, frequent stools, sometimes green with mucous shreds indicating a possible infection. "Tarry" color may indicate digested blood which may originate in upper G.I. tract. Bloody stools may indicate hemorrhage which may originate in rectal or anal region. Dark green stools may indicate excessive bile. Other color changes may be due to dietary excesses or effect of medications.

Treatment

A registered nurse may initiate the following treatment, following his/her evaluation of the symptoms, and/or other methods to relieve the symptoms have been unsuccessful. Cause should be evaluated if symptoms persist.

Acute Constipation - May be treated for 3 days consecutively.

1. Milk of Magnesia, 1 oz. at bedtime.

OR

2. Dioctyl Sodium Sulfuccinate, 400mg., 1 cap H.S., as needed.

OR

3. Caroid bile salt 2 Tablets daily, as necessary.

Procedure for Care of Diarrhea and Constipation (Cont'd)

4. Dulcolax Suppository, as needed; or Dulcolax, 5mg., 1 or 2 tablets, as needed, H.S.
5. If above are not effective; Fleets, Exter, or Travanal Enema may be used.

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Chronic Constipation - should be referred to the physician.

Diarrhea - Uncomplicated diarrhea can be treated for 3 days. If vomiting accompanies diarrhea -- treat with either clear fluids or nothing by mouth if symptoms persist after 24 hours -- contact physician. If tarry stools are present, seek medical care.

1. Xaopectate, 2-4 tablespoonful (adult), after each loose stool, as needed.

14. Care of Ear Infections, Pharyngitis, Sinusitis & Upper Respiratory Infections

Definition:

External Otitis is an infection in the ear canal usually due to bacteria, fungi, contact dermatitis, seborrheic dermatitis -- predisposing factors are swimming in contaminated water, trauma due to attempts to clean, etc.

Otitis Media is an inflammation of the middle ear, often accompanying or following upper respiratory disease.

Sinusitis is an infection of the sinuses -- may be acute or chronic.

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Upper Respiratory Infection is an infection of the upper respiratory tract and may include common cold, grippe, acute bronchitis, and tracheobronchitis.

Management:

Signs and Symptoms

External Otitis - Itching and pain in the dry, scaling ear canals; there may be watery or purulent discharge present; pain is intensified with touching or moving auricle. Usually no fever nor deafness.

Suppurative Otitis Media - Pain, deafness, fever, chills, and a feeling of fullness and pressure in the ear. Usually follows URI. The tympanic membrane is red and bulging.

Serous Otitis Media - Slight pain, deafness, feeling of fullness in the ear. Tympanic membrane is gray, often retracted, an air fluid level may be seen. Often follows or accompanies URI.

Pharyngitis - Inflammation may be diffuse or localized; throat is dry and sore; fever, malaise; red and slightly swollen mucosa. If tonsillar pillars are involved there will be pus or exudate present -- also chills, fever, headache, anorexia. If larynx is involved there will be hoarseness present.

Sinusitis - Acute infection resembles those of acute rhinitis but are more severe; headache, facial pain, tenderness and swelling with nasal obstruction. Chronic infection may have no symptoms except non-productive cough.

Upper Respiratory Infection - Malaise, "feverishness" with usually little or no fever, headache and myalgia. Nasal discomfort (burning, fullness, itching) with watery discharge. Secondary infections may follow.

CARE OF EAR INFECTIONS (Cont'd)

Treatment

When symptoms are present, a registered nurse may initiate this treatment. If there is evidence of an acute infection, elicit history of allergies to antibiotics and contact physician before starting antibiotics.

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For External Otitis use:

Cortisporin Otic Drops, 4 drops into ear canals, q.i.d.,
as needed. and

Tylenol, enteric coated aspirin 5 gr., or APC (plain),
1 or 2 tablets every 4 hours, as needed for pain.

For suspect Serous Otitis Media, Pharyngitis, URI, Sinusitis use:

Actifed, 1 tablet q.i.d., prn congestion or

Triaminic expectorant two tablespoons q.i.d., prn
congestion and cough. and

Tylenol, enteric coated aspirin 5 gr., or APC (plain),
1 or 2 tablets every 4 hours as needed for pain or fever.

If symptoms increase and the above are not effective, contact
physician.

A throat culture should be done for most cases of pharyngitis,
especially if fever, exudate, or tender cervical nodes are present.

15. Psychotic Episode Mental Agitation, Severe
Nervousness, Depression

Definition:

Psychotic episode is a serious disturbance of behavior, affect or thought which makes the patient unable to cope with his life situation and interpersonal relationships.

Management:

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Signs and Symptoms

A. Overactive

1. Disturbed, uncooperative, paranoid behavior.
2. Anxiety and panic-like state, tachycardia, fainting or passing out, hyperventilation, pacing, etc.
3. Assaultive and destructive.
4. Noisy. (verbally)

B. Underactive

1. Depression.
2. Fearfulness.
3. Slowing of responses.
4. Sad facial expression.
5. Suicidal potential.

Treatment

A. Overactive and Underactive

1. Determine (from family, jail staff, ambulance driver, etc.) if patient has had past mental illness, hospitalizations, injuries or serious illnesses, uses alcohol or drugs or has experienced crises in interpersonal relationships or intrapsychic conflicts.
2. Be interested and listen to patient -- encourage him/her to tell you their thoughts and feelings. Be calm, firm, and confident.

Care for Psychotic Episode (Cont'd)

3. Suspect and evaluate suicide in every underactive person.
4. If behavior does not moderate with above, consult physician or Yolo County Mental Health Services.

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B. Medication Administration

1. Overactive

May be treated as acute anxiety (see Standardized Procedure) after evaluation and if appropriate.

2. Underactive

Should advise jail staff and other nursing staff to closely observe and may treat depression after evaluation, if appropriate, with Elavil 25-50mg t.i.d. prn x 3 days if Mental Health evaluation is pending.

16. Convulsive Disorders (Epilepsy)

DEFINITION:

EPILEPSY is a convulsive disorder characterized by abrupt transient symptoms of a motor, psychic, sensory, or autonomic nature, maybe associated with changes in consciousness -- probably are secondary to sudden transient alterations in brain functions associated with excessive rapid electric discharges. Onset of is before age 30 years, later onset suggests organic disease. Emotional disturbances play a significant "trigger" role, and some seizures tend to occur during sleep.

MANAGEMENT:

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SIGNS AND SYMPTOMS

1. GRAND MAL -- major epilepsy - An aura particular to the individual may precede the loss of consciousness, patient generally falls and cries out; skeletal muscles go into strong tonic contractions; dyspnea and cyanosis maybe present; severe generalized clonic convulsive movements begin seconds later; frothing at the mouth, loss of bladder and bowel control, and tongue biting may occur; flaccid coma follows; pupils dilate; maybe confused and disoriented when first awakens.
2. Petit Mal -- (minor epilepsy) - May include myoclonic jerks, akinetic seizures, and brief blank spells with a vacant expression, cessation of motor activity, and loss of muscle tone.
3. JACKSON EPILEPSY -- Seizure maybe motor, sensory, or autonomic in type which generally starts in a limb or in the face and spreads in a more or less orderly fashion to joining areas. Loss of consciousness may occur when seizure becomes generalized.
4. STATUS EPILEPSY -- Recurrent seizures without return of a good degree of consciousness between seizures.

TREATMENT:

If patient is known to have a convulsive disease and has the medication with him, it should be continued as prescribed. Have patient seen by physician at next sick call. If patient does not have medication with him but is known to have a convulsive disorder, check with his private physician for verification of medication and dosage or check with jail physician as to medications to be given if necessary. An inmate's word can be taken as to name and dosage of seizure medications to be taken, if within normal dosage range, until patient can be seen by the jail physician. Never withdraw anticonvulsive medications suddenly.

GRAND MAL:-- A padded tongue blade to prevent tongue biting if it can be introduced without being forced. DO NOT Forcibly restrain. Request officers not to move an inmate when seizing (unless safety is a factor) Prevent self inflicting injury. Immediately after the convulsion, turn person on side to prevent aspiration and clear airway.

DILANTIN 100mg. c $Pb\frac{1}{2}$ T cap. 3-4 times daily.

DILANTIN 100 mg. T cap. 3-4 times daily

MYSOLINE 250 mg. (only as prescribed)

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STATUS EPILEPTICUS

1. Follow same procedure for grand mal seizures.
2. Monitor vitals signs.
3. Transport to the Emergency room immediately.

17. Anaphylactic Reactions

Usually occur after administration of drugs or other agents to which the patient has become sensitized. The reaction usually follows within seconds to minutes after exposure and may consist of light-headedness or syncope, flushing to pallor, paresthesias, generalized itching, palpitation and tachycardia, signs and symptoms of pulmonary edema, asthma and vascular collapse.

Treatment must be initiated immediately. This may be a life threatening reaction.

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- a. Epinephrine (1:1000 aqueous) 0.3-0.5 ml subcutaneously and massage injection site. May repeat 0.3 ml dose every 10-15 minutes X 2 as needed.
- b. Maintain open airway (head positioning, airway, endotracheal tube, tracheostomy) as needed.
- c. Aminophylline 500 mg IV and hydrocortisone 100 mg IV -- for bronchospasm.
- d. Transport to emergency room as soon as possible.

F. PROCEDURES

I. Communicable Disease Control

It is the responsibility of the Physician and Family Nurse Practitioner to inform the County Communicable Disease control officer whenever there exists in the jail facilities an actual or potential communicable disease problem. If, in the opinion of the CD officer, there is such a risk, it will be the combined responsibility of the Health Department, Jail Physician, and Sheriff's Department to take appropriate measures.

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II. Stool Cultures

A. Instructions to Patient:

1. (follow procedure as outlined for Ova and Parasites) putting the portion of stool in the CULTURE specimen bottle. (see below)
2. Be sure a soft portion of the stool is used.
3. Bring specimen to laboratory within a few (2-6) hours of collection.
4. Shigella and Salmonella organisms, the cause of some of the common diarrheas, do not survive well in the preservative solution, thus chances of recovering the causative agent are lessened by delay in delivery of specimens to the lab.
5. Specimens for stool culture should be collected on three consecutive days.

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Stool for Ova and Parasites

A. Obtain proper containers from laboratory.

B. Instructions to patient:

1. Place several sheets of newspaper above water level in toilet. Defecate onto this paper.
2. With the paddle provided, take a walnut-sized part of the stool (not the first plug) and place in the liquid in the sample bottle marked parasites, MIX the stool and liquid well. (if not well mixed the specimen will be unsatisfactory)
3. Put another portion of the soft part of the stool in the bottle marked ova and MIX.
4. If stool is liquid, add about 1 tablespoon to each bottle.
5. Hard stools are not acceptable. Patient should wait until a soft stool is passed to collect specimens.

C. Do not refrigerate the specimen. (the preservative congeals)

D. Completely fill out proper laboratory report form. Enter jail physician's name, address, and the name of the jail. Be sure to put down any foreign places visited, and dates. Record date specimen collected. Be sure patient puts name on bottle.

E. Specimens for ova and parasites should be collected once a week for three weeks. The laboratory prefers to have these specimens come in on Monday. Reports may take up to two weeks.

III. Administering & Storing Legally Obtained Drugs

A. Legal Basis

Every facility administrator, in cooperation with the facility physician or the county medical officer, shall develop plans, establish procedures, and provide space and accessories for the secure storage and the controlled administering of all prescription drugs.

Source

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Title 15, California Administrative Code, Section 1163 (see Appendix B, Part II).

B. Legal Requirements for Administering and Storing Drugs

1. All prescription drugs shall be stored in lockable cabinets or closets, and/or refrigerators located in the treatment area, assessible only to MDs or nurses. Non-legend drugs may be assessible to MDs or nurses or other designated personnel.
2. Before medication is administered, positive identification of the recipient is required.
3. Medication may only be administered according to MD's instructions.
4. Medication must be ingested in front of nurse or correctional officer.
5. Addictive substances must be administered in liquid or powdered or whenever possible.
6. When a prescribed substance is administered, it shall be recorded on the patient's rand card. If prescribed substance is refused or withheld, a notation to that effect should be made on the patient's rand card or chart.
7. No medication shall be administered by an inmate.

Source

Title 15, California Administrative Code, Section 1163 (See Appendix B, Part II).

C. Handling of Medication Procedure

All prescribed medication may be given only on the order of a physician or ordered on standardized procedures. The medication should preferably be ordered in writing by the prescriber directly on the patient record. Such order should include the name of the drug, the strength, the time interval between doses, and the number of doses (not to exceed Stop Order Policy). Oral orders may be given only to a licensed nurse/P.A. and immediately recorded on the physician's order sheet in the patient's chart. The prescriber must within 72 hours countersign these order to verify them.

FILED

AGREEMENT NO. 79-280

JUL 13 1979

(Agreement for Physician Services) by PETER McNAMIEL, Clerk
DEPUTY

THIS AGREEMENT, made and entered into this 1st day
of July, 1979, by and between the COUNTY of YOLO, a political
subdivision of the State of California, hereinafter called COUNTY, and
Stephen Belton, hereinafter called
PROVIDER.

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W I T N E S S E T H:

RECITALS:

1. COUNTY furnishes medical care and treatment requiring a licensed physician to various persons, hereinafter referred to as PATIENTS, through its Health Services Agency, Department of Public Health, hereinafter called PUBLIC HEALTH.
2. PUBLIC HEALTH does not employ a clinic physician.
3. PROVIDER represents he is licensed by the State of California to practice medicine.
4. COUNTY and PROVIDER, therefore, wish to enter into an agreement for the provision of clinic physician services under the terms and conditions set forth in this agreement.

AGREEMENTS: COUNTY, in consideration of PROVIDER'S promises contained in hereinafter recited agreements, and PROVIDER, in consideration of COUNTY'S promises contained in hereinafter recited agreements, agree:

1. PROVIDER'S SERVICE OBLIGATIONS:

- a. In accordance with the Working Protocols, attached hereto as Exhibit "A" and incorporated herein by reference thereto; the Action Plan, attached hereto as Exhibit "B" and incorporated herein by reference thereto; and all applicable Federal and State statutes and regulations governing the practice of medicine, incorporated herein by reference

thereto as if fully set out, engage in family practice medicine, the beneficiaries of which practice will be PUBLIC HEALTH PATIENTS scheduled for services by PUBLIC HEALTH at the facility or facilities designated by PUBLIC HEALTH.

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2. PUBLIC HEALTH'S SERVICE OBLIGATIONS:

- a. Designate representative or representatives for administrative and program affairs.
- b. To provide and maintain facilities, equipment, and staff necessary to practice medicine in accordance with the terms and conditions of this agreement.

3. COUNTY'S DESIGNATED REPRESENTATIVES:

- a. Responsibility for this Agreement lies with PUBLIC HEALTH'S Director.
- b. Director may designate operational representatives from time to time in writing to PROVIDER to perform specific tasks or liaison functions.

4. ASSIGNMENT/SUB-CONTRACTING:

- a. PROVIDER may not assign or sub-contract his responsibilities except on the advance written authorization of COUNTY'S herein designated representative.

5. RELATIONSHIP OF PARTIES: It is specifically understood and agreed that PROVIDER is an independent contractor and is not subject to the direction and control of COUNTY except as to final result. PROVIDER shall be solely liable and responsible to pay all required taxes and other obligations, including, but not limited to, applicable withholding and social security, PROVIDER agrees to indemnify and hold COUNTY harmless from any liability which it may incur to the Federal or State Governments as a result of this contract.

6. LIABILITY:

- a. COUNTY agrees to defend, indemnify and hold PROVIDER harmless from any

1 and all claims, liability, or loss arising from PROVIDER'S performance
2 under this agreement.

- 3 b. COUNTY shall purchase and maintain for the duration of this agree-
4 ment, Malpractice Insurance in the amount of at least \$1,000,000/
5 \$1,000,000.

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- 6 7. WORKING PROTOCOLS: Attached hereto as Exhibit "A" and incorporated
7 herein by reference thereto are Working Protocols describing and governing
8 the working relationships of parties pursuant to this Agreement. Said
9 working protocols bind parties as if fully setout herein, but may be
10 modified without formal amendment of this agreement so long as said
11 modification does not vary the provisions specifically setout herein, as
12 in writing, and represents a bilateral agreement of PUBLIC HEALTH and
13 PROVIDER. Said Working Protocols shall include as a minimum provisions
14 with respect to the level of PROVIDER'S involvement in the supervision of
15 PUBLIC HEALTH staff; requiring PROVIDER to cooperate with administrative
16 requirements, including, but not limited to, completion of encounter
17 forms and medical records, and completion of insurance forms; specifying
18 PROVIDER'S referral responsibilities with respect to other county staff;
19 requiring PROVIDER to participate in peer review; and specifying how
20 PROVIDER facility assignment and time off will be arranged.

- 21 8. ACTION PLAN: Attached hereto as Exhibit "B" and incorporated herein by
22 reference thereto is PROVIDER'S Action Plan for providing the services
23 which are the subject of this agreement. Said Action Plan binds parties
24 as if fully setout herein, but may be modified without formal amendment
25 of this Agreement, so long as said modification does not vary the
26 provisions specifically setout herein and advanced written notice thereof
27 is given PUBLIC HEALTH. Said Action Plan shall include as a minimum
28 provisions that PROVIDER is responsible for the quality of medical care

at the clinic to which he is assigned; will conduct his practice in strict accordance with currently accepted methods and practices of PROVIDER'S profession; and will not discriminate on the basis of race, color, creed, sex, religion, national origin, or financial circumstance.

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9. PAYMENT:

- a. The maximum payments from COUNTY to PROVIDER during the term of this Agreement shall be a sum not to exceed THIRTY-NINE THOUSAND
DOLLARS (39,000). *5175 PMA*
- b. Payment of 1/12 of \$39,000 shall be made by COUNTY to PROVIDER monthly upon submission of a claim, in form prescribed by COUNTY, to COUNTY, designating services rendered during the preceding month. Claim will be adjusted proportionately downward by PUBLIC HEALTH to reflect any PATIENT not scheduled by PUBLIC HEALTH. Claim must be countersigned and approved by the DIRECTOR of PUBLIC HEALTH.
- c. Where a herein recited report or claim is due from PROVIDER within a month, payment for that month is expressly conditioned on the acceptance by COUNTY'S herein designated representative of the PROVIDER'S performance as consistent with this agreement.
- d. Approval of PROVIDER'S records as audited to be accurate are conditions subsequent to COUNTY'S obligation to pay the amount represented by any exception taken by the State.
- e. COUNTY'S excuse of any given condition precedent or subsequent in any given circumstance does not constitute a waiver of either that condition subsequent or precedent or any other condition precedent or subsequent as to future circumstances.

10. AMENDMENTS: Except as provided herein, the body of this agreement, together with any exhibits attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall

1 constitute the total agreement. Except as provided herein, no additions
2 to, or alterations of, the terms of this agreement, whether by written or
3 verbal understanding of the parties, their officers, agents, or employees
4 shall be valid unless in the form of a written amendment to this agreement
5 which is formally approved and executed by the parties executing this
6 agreement or their successors in office.

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7 11. NOTICE: Any notice to be given parties to this agreement may be given
8 personally or by depositing same postmarked and registered in the United
9 States mail, postage prepaid and addressed to PROVIDER or COUNTY's herein
10 designated representatives, as applicable, at the last known address of
11 either.

12 12. TERM:

13 a. This Agreement shall commence on July 1, 1979, and terminate on
14 June 30, 1980, unless as otherwise provided herein.

15 b. This agreement may be terminated by either party upon thirty (30)
16 days written notice to the other of such intent.

17 c. Should either party give notice of cancellation both parties will
18 exert their best efforts in good faith to find alternatives for
19 PATIENTS still requiring services of the type PROVIDER renders.

20 IN WITNESS WHEREOF, the parties hereto have executed this agreement
21 as of the day and year hereinabove setforth.

COUNTY OF YOLO, a political subdivision
of the State of California

Betty G. Moreland
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA
JUL 11 1979

22
23
24
25 ATTEST:

26 PETER McNAMEE, CLERK

27 BY *Peter E. Lucas*

DEPUTY

PUBLIC HEALTH SERVICES

28 BY *Stephen Belton*

STEPHEN BELTON, M.D.

APPROVED AS TO FORM

CHARLES R. MACK
COUNTY COUNSEL

Charles R. Mack
BY DEPUTY COUNTY COUNSEL

- EXHIBIT "A"

- Working Protocols

1. The Provider is responsible to the Director of Public Health, who is the Medical Director of the Clinic.
The level of Provider supervision of Public Health Staff: Full supervision of Clinic Nurse (or L.V.N.) and Family Nurse Practitioner assigned to clinic duty.

2. Provider will cooperate with administrative requirements:

Prompt daily completion of encounter forms.

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Prompt completion of medical records and insurance forms.

3. Provider's referral responsibilities with respect to other County staff:
Appropriate referrals to and acceptance from Public Health nurses, Mental Health providers, Drug & Alcohol providers, staff of the risk reduction-wellness project, and staff of Yolo General Hospital.

4. Participation in peer review - as established by the Department.

5. Provider facility assignment and time off.

Primary assignment is to Salud medical clinic - working hours of which are 8:30 A.M. to 5:00 P.M.

Time off to be arranged with Director with $\frac{1}{2}$ day each week to be scheduled.

Other assignments might be made by Director only with two days notice.

6. Provider will maintain cordial and cooperative relationships with subordinates, peers, and others within the EYHSC.
7. Provider will act as preceptor to assigned Family Nurse Practitioner or Physician's Assistant or other health professional as agreed upon with the Director in individual circumstances.
8. Provider will assume full responsibility for insuring professional staff coverage at all times in the clinic and will make his whereabouts known to the clinic receptionist (or nurse) at all times during his scheduled work hours.

- EXHIBIT B

- Action Plan

1. Provider is responsible for quality of medical care; will conduct practice in strict accordance with currently acceptable methods and practices of medical profession; will not discriminate on basis of race, color, creed, religion, sex, national origin, or financial circumstances.
2. Provider will schedule the work hours of all subordinates to conform with clinic needs and work-loads.

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STANDARD AGREEMENT

STATE OF CALIFORNIA
BID. 7-10-11-12-13

APPROVED BY THE
ATTORNEY GENERAL

Yolo County
Agreement No. 79-281

FILED
OFFICE OF THE
STATE AGENT

OCT 11 1979

PETER MCNAMEE, Cler

By Peter McNamee
Deputy

THIS AGREEMENT, made and entered into this 1st day of July, 1979, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE Deputy Director	AGENCY Department of Health Services	NUMBER 79-75155
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hereafter called the State, and

County of Yolo (Health Dept. - East Yolo Health Services)

hereafter called the Contractor.

WITNESSETH That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

(Set forth services to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

1. The Contractor shall provide family planning services to persons who voluntarily request such services and are certified as eligible according to procedures established by the State. Family Planning services shall be provided in accordance with the "Program Standards for Family Planning Services" and the "Pregnancy Testing Standards, Policies and Billing Procedures", published by the State.
2. The period of this contract shall be from July 1, 1979 through June 30, 1980.
3. The attached Exhibit "A" (F) entitled "Additional Provisions", is made a part hereof by this reference except that Paragraphs (9) and (10) are deleted.
4. In consideration of the above services performed in a manner acceptable to the State, the State shall reimburse the Contractor not more frequently than monthly, in arrears, upon submission of a claim in a format prescribed by the State, stating the time period covered and the contract number at rates not in excess of those published in the "Schedule of Maximum Allowance for Medical and Related Services in Family Planning Programs", a copy of which has been provided to the Contractor. The Contractor further

The provisions on the reverse side hereof constitute a part of this agreement.

WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA		CONTRACTOR	
AGENCY Department of Health Services	CONTRACTOR OF OTHER THAN AN INDIVIDUAL STATE, WHETHER A CORPORATION, PARTNERSHIP, ETC. County of Yolo (Health Dept. East Yolo Health Services)	APPROVED BY THE STATE AGENT	
AUTHORIZED SIGNATURE <u>Ron Klusman</u>	AUTHORIZED SIGNATURE <u>Baker Marchand</u>	APPROVED BY THE COUNTY COUNSEL	
TITLE Ron Klusman, Chief, Contract Management Section, for Deputy Director	TITLE CHAIRMAN, BOARD OF SUPERVISORS, COUNTY OF YOLO, STATE OF CALIFORNIA	APPROVED BY THE DEPUTY COUNTY COUNSEL	
ADDRESS 350 C Street Broderick, CA 95605	APPROVED BY THE DEPUTY COUNTY COUNSEL		

Department of General Services Use ONLY POLICY APPROVED SEP 25 1979 BY <u>C. O. Shasher</u> Asst. Chief Counsel	AMOUNT ENCUMBERED \$ 13,100	APPROPRIATION Local Assistance	FUND General	
	UNENCUMBERED BALANCE \$	ITEM 261141	CHAPTER 259	
	ANY OTHER INC. ENCUMBERANCE \$	FUNCTION Funding subject to the approval of the Budget Act of 1979.	STATUTES 1979	FISCAL YEAR 1979-80
	ANY OTHER INC. ENCUMBERANCE \$	LINE ITEM ALLOTMENT 810-230-36-00		
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.				
SIGNATURE OF ACCOUNTING OFFICER <u>Ron Klusman</u>		DATE 8/16/79		
SIGNATURE OF OFFICER SIGNING ON BEHALF OF THE AGENCY <u>Ron Klusman</u>		DATE 8/16/79		

County of Yolo(Health Dept-East Yolo Health Services)79-75155

agrees to submit claims for reimbursement in accordance with the "Instructions for Completing and Mailing Billing Forms and Certification for Title XX and State Funds", a copy of which has been provided to the Contractor. Claims are to be submitted to: Department of Health Services, Office of Family Planning, 714 P Street, Sacramento CA 95814. It is further understood that in no event shall the maximum amount payable under this agreement exceed the maximum amount specified in paragraph 5 of this agreement.

5. The total amount payable by the State to the Contractor under this contract shall not exceed \$ 13,100.
6. Funds paid under this program must be used to further and augment the family planning program of the Contractor, and must be used in addition to funds received from other sources of support for this purpose and not as a substitute for them. Contractor shall seek to maximize other third-party collections for services to clients who are covered by private insurance and/or Medi-Cal prior to certification to this program so as to claim reimbursement from one primary source.
7. Charges of over \$110 for any individual, exclusive of facilitating services, in an 11-month period will not be reimbursed unless prior written authorization has been requested and received from the Office of Family Planning.
8. Billings for reimbursement for services provided under this contract shall be submitted to the State within three (3) months of the date services were provided.
9. Contractor shall report all family planning visits under this program on a form provided by the State, and agrees to comply with all reporting requirements established by the State to administer this program. Such reporting shall be done in accordance with "Reporting of Clinic Visits to the California Family Planning Reporting System", a copy of which has been provided to the Contractor. Reimbursement under this contract is contingent upon full compliance with the reporting requirements.
10. This agreement may be terminated by either party upon 30 days written notice to the other party.
11. For the purposes of this agreement, voluntary, non-emergency sterilization shall be excluded from the family planning services provided herein.
12. Eligible recipients are to meet the requirements of Section 10053.2 of the Welfare and Institutions Code and any applicable federal or State eligibility requirements. The State agrees to provide the Contractor with the instructions for certification of eligibility for family planning services and to notify the Contractor of any changes in eligibility requirements.
13. In the event that the State determines from invoices, performance reports or other information that the contract amount will not be fully depleted, the State may make an adjustment in the form of an amendment to decrease the total contract amount. The Contractor will be notified of any such proposed adjustments prior to implementation and the Contractor agrees to execute said amendment when presented by the State.

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County of Yolo

(Health Dept-East Yolo Health Services)

79-75155

14. Contractor agrees to the provision of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in all federally-assisted programs or activities, as detailed in regulations signed by the Secretary of HEW effective June 3, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977.
15. All client information as to personal facts and circumstances obtained by the agency shall be treated as privileged communication and shall be protected pursuant to the laws and regulations of the State governing confidentiality. Information may be disclosed in summary, statistical, or other form which does not identify particular individuals.
16. The attached Exhibit "B" entitled "Prior to July 1, 1979 Language" consisting of one page, is incorporated herein and made a part hereof by this reference in recognition of both parties that the validity and effectiveness of this contract are conditioned upon the availability of funds in the Budget Act of 1979.

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STATE OF CALIFORNIA
DEPARTMENT OF HEALTH SERVICES

ADDITIONAL PROVISIONS

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of the Equal Opportunity clause.

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(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice, to be provided by the agency Contracting Officer, advertising the labor union or workers' representative of the Contractor's commitments under this Equal Opportunity clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Federal Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(6) In the event of the Contractor's noncompliance with the discrimination clause of this contract or with any of such Federal rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further State contracts in accordance with procedures authorized in Federal Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Federal Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the State may direct as a

means of enforcing such provisions including sanctions for noncompliance — provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the State, the Contractor may request in writing to the State, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

(8) Any reimbursement for necessary traveling expenses and per diem shall be at rates not to exceed those applicable to regular State employees under State Board of Control rules. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State.

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(9) All equipment, material, supplies, or property of any kind purchased from funds advanced or reimbursed under the terms of this agreement and not fully consumed in the work described herein shall be the property of the State. At the time of purchase of equipment under the terms hereof the Contractor shall submit a list of such equipment in accordance with the instructions and format contained in the attached Exhibit A-1. Contractor shall at the request of the State, submit an inventory of equipment purchased under the terms of this contract or any predecessor contract for the same purpose. Such inventory will be required not more frequently than annually. At the close of the project covered by this agreement the Contractor shall provide a final inventory to the State and shall at that time query the State as to the disposition of said equipment. Final disposition of such equipment shall be in accordance with instructions from the State to be issued immediately after receipt of the final inventory and request for disposition instructions.

(10) Prior authorization in writing by the State will be required before the Contractor will be reimbursed for any purchase order or subcontract exceeding \$1,000 for any articles, supplies, equipment or services or for any fee, or other payment, for consultation of one hundred fifty dollars (\$150) or more per day. The Contractor must provide in its request for authorization all particulars necessary for evaluation of the necessity or desirability of incurring such cost, and as to the reasonableness of the price or cost. For purchase of any item exceeding such minimum dollar amount, three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified. The Contractor must include in a written agreement with the vendor, or the subcontractor the following clause:

"Name of Vendor or Subcontractor) agrees to maintain and preserve, until three years after termination of (Contractor's name)'s agreement with the State of California, and to permit the State of California or any of its duly authorized representatives to have access to and to examine and audit any pertinent books, documents, papers and records of (Name of Vendor or Subcontractor) related to this (purchase order) or (subcontract)."

The terms "purchase order" and "subcontract" as used in this paragraph (10) only, excludes: (a) purchase orders not exceeding \$1,000; and (b) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

(11) All personnel employed by the Contractor under this contract shall meet the standards of training and experience required for comparable positions in State employment, as determined by the State. If the Contractor maintains a local merit or civil service system, then the personnel employed under the budget shall be subject thereto, providing such local system is generally comparable to standards with the State civil service system as determined by the State.

(12) Examination of Records

(a) The Contractor agrees to maintain books, records, documents, and other evidence pertaining to the costs and expenses of this contract (hereinafter collectively called the "records") to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies and services and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this contract.

(b) The Contractor agrees to make available at the office of the Contractor at all reasonable times during the period set forth in subparagraph (c) below any of the records for inspection, audit or reproduction by an authorized representative of the State. Micro Fiched

(c) The Contractor shall preserve and make available his records (i) for a period of four years from the date of final payment under this contract, and (ii) for such longer period, if any, as is required by applicable statute, by any other clause of this contract, or by subparagraphs 1 or 2 below.

1. If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.

2. Records which relate to (i) litigation or the settlement of claims arising out of the performance of this contract, or (ii) costs and expenses of this contract as to which exception has been taken by the State or any of its duly authorized representatives, shall be retained by the Contractor until disposition of such appeals, litigation, claims, or exceptions.

(d) Except for the records described in subparagraph (c) 2 above, the Contractor may in fulfillment of his obligation to retain the records as required by this clause substitute photographs, microphotographs, or other authentic reproductions of such records, after the expiration of two years following the last day of the month of reimbursement to the Contractor of the invoice or voucher to which such records relate, unless a shorter period is authorized by the State or its duly authorized representative.

(13) A final invoice and, if required by this contract, a final report shall be submitted by the contractor within 45 days after the termination date hereof except as may be otherwise specified herein. If a final report is required by this contract final payment hereon shall be withheld until after receipt by the State of an acceptable report.

(14) Any inventions made in the course of or under this contract shall be promptly and fully reported to the Chief Deputy Director, California State Department of Health Services. Patent applications shall not be filed on such inventions without the prior written consent of the aforementioned individual.

(15) Officials Not to Benefit

No member of or delegate to Congress or the State Legislature shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

(16) **Covenant Against Contingent Fees**

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting *bona fide* employees or *bona fide* established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the State shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

(17) **Inspection**

The State, through its authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed.

(18) **Nondiscrimination in Services, Benefits, and Facilities**

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The Contractor will not discriminate in the provision of services because of race, color, creed, national origin, sex, age, or physical or mental handicap in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d, rules and regulations promulgated pursuant thereto, or as otherwise provided by state and federal law. For the purpose of this contract, distinctions on the grounds of race, color, creed, or national origin include but are not limited to the following: denying a participant any service or benefit or availability of a facility; providing any service or benefit to a participant which is different, or is provided in a different manner or at a different time from that provided to other participants under this contract; subjecting a participant to segregation or separate treatment in any matter related to his receipt of any service; restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether he satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; the assignment of times or places for the provision of services on the basis of the race, color, creed, or national origin of the participants to be served. The Contractor will take affirmative action to ensure that intended beneficiaries are provided services without regard to race, color, creed, national origin, sex, age, or physical or mental handicap.

(19) **Procedure for Complaint Process**

The Contractor agrees that complaints alleging discrimination in the delivery of services by the contractor or his or her subcontractor because of race, color, national origin, creed, sex, age, or physical or mental handicap, will be resolved by the State through the Department of Health Services' Affirmative Action Complaint Process.

(20) Notice of Complaint Procedure

The Contractor shall, subject to the approval of the Department of Health Services, establish procedures under which recipients of service are informed of their rights to file a complaint alleging discrimination or a violation of their civil rights with the Department of Health Services.

(21) Only Applicable to Hospitals

The Contractor will not discriminate against the intended beneficiaries of funds monitored by the State because of race, color, creed, national origin, or sex, in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, rules and regulations promulgated pursuant thereto, or as otherwise provided by law. The Contractor will take affirmative action to ensure that intended beneficiaries are provided services without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: advertisement conspicuously displayed advising the public that emergency health services are available without regard to race, color, religion, sex, or national origin and without regard to ability to pay

(22) Only Applicable to Hospitals Accepting Medi-Cal Patients

Micro Fiched

The Contractor will not discriminate against the intended beneficiaries of funds monitored by the State because of race, color, religion, sex, or national origin in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, rules and regulations promulgated pursuant thereto, or as otherwise provided by law. The Contractor will take affirmative action to ensure that intended beneficiaries are provided services without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: advertising conspicuously displayed advising the public that Medi-Cal services are available to the public without regard to race, color, religion, sex, or national origin.

STATE OF CALIFORNIA
DEPARTMENT OF HEALTH SERVICES

Prior to July 1, 1979 Language

- (1) It is mutually understood between the parties that this contract may have been written and executed prior to July 1, 1979 for the mutual benefit of both parties in order to avoid program and fiscal delays which could occur if the contract were executed after July 1, 1979.

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- (2) This contract is valid and enforceable only if sufficient funds are made available by the Budget Act of 1979, for the fiscal year 1979-80 for the purposes of this program. In addition, this contract is subject to any additional restrictions, limitations or conditions enacted by the Legislature and contained in the Budget Bill or any statute enacted by the Legislature which may affect the provisions, terms or funding of this contract in any manner.
- (3) It is mutually agreed that if the Budget Act of 1979 does not appropriate sufficient funds for the program, this contract shall be invalid and of no further force and effect. In this event the State shall have no liability to pay any funds whatsoever to the contractor, or to furnish any other considerations under this contract and the contractor shall not be obligated to perform any provisions of this contract.

STANDARD AGREEMENT —

ASSIGNED BY THE
ATTORNEY GENERAL

CMS

MASTER COPY

STATE OF CALIFORNIA
STD. 9 (REV. 11/75)

Yolo County

Agreement No. 79-282

THIS AGREEMENT, made and entered into this 1st day of July, 19 79,
in the State of California, by and between State of California, through its duly elected or appointed,
qualified and acting

☐ COMMISSIONER
☐ STATE AGENCY
☐ DEPT. OF GEN. SER.
☐ CONTROLLER
☐

TITLE OF OFFICER ACTING FOR STATE Chief, Program Support Branch	AGENCY Department of Health Services	NUMBER 79-753-88
hereafter called the Contractor.		

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

1. The terms and conditions stated in Exhibits A(F), B, C, and D which are attached and made a part hereof, constitute the additional provisions of this agreement.
2. This contract may be canceled by either party upon 30 days' written notice to the other party.

APPROVED AS TO FORM

CHARLES R. MACK
COUNTY COUNCIL

By [Signature]
DEPUTY COUNTY COUNCIL

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA		CONTRACTOR	
AGENCY Department of Health Services		CONTRACTOR (IF OTHER THAN AN INDIVIDUAL, STATE WHETHER A CORPORATION, PARTNERSHIP, ETC.) County of Yolo (Health Department)	
BY (AUTHORIZED SIGNATURE) [Signature] TITLE Chief, Program Support Branch		BY (AUTHORIZED SIGNATURE) [Signature] TITLE Chairman, Board of Supervisors County of Yolo, State of California	
ADDRESS 10 Cottonwood Street Woodland, CA 95696		ADDRESS 10 Cottonwood Street Woodland, CA 95696	
(CONTINUED ON <u>0</u> SHEETS, EACH BEARING NAME OF CONTRACTOR) Department of General Services Use ONLY		APPROPRIATION H & S Code Sec. 109 FUND Public Health Federal Funds	
AMOUNT ENCUMBERED \$10,528 UNENCUMBERED BALANCE \$ ADD. INCREASING ENCUMBRANCE \$ ADD. DECREASING ENCUMBRANCE \$		ITEM --- FUNCTION Operating Expenses & Equipment - VD Control LINE ITEM ALLOTMENT ---	
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO. B.N. NO.	
SIGNATURE OF ACCOUNTING OFFICER [Signature]		DATE	
I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 12.9 have been complied with and this document is exempt from review by the Department of Finance.			
SIGNATURE OF OFFICER SIGNING ON BEHALF OF THE AGENCY [Signature]		DATE	

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.

2. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

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4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.

5. Time is the essence of this agreement.

6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

STATE OF CALIFORNIA
DEPARTMENT OF HEALTH SERVICES

ADDITIONAL PROVISIONS

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of the Equal Opportunity clause.

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(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice, to be provided by the agency Contracting Officer, advertising the labor union or workers' representative of the Contractor's commitments under this Equal Opportunity clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Federal Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(6) In the event of the Contractor's noncompliance with the discrimination clause of this contract or with any of such Federal rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further State contracts in accordance with procedures authorized in Federal Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Federal Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the State may direct as a

means of enforcing such provisions including sanctions for noncompliance — provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the State, the Contractor may request in writing to the State, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

(8) Any reimbursement for necessary traveling expenses and per diem shall be at rates not to exceed those applicable to regular State employees under State Board of Control rules. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State.

(9) All equipment, material, supplies, or property of any kind purchased from funds advanced or reimbursed under the terms of this agreement and not fully consumed in the work described herein shall be the property of the State. At the time of purchase of equipment under the terms hereof the Contractor shall submit a list of such equipment in accordance with the instructions and format contained in the attached Exhibit A-1. Contractor shall at the request of the State, submit an inventory of equipment purchased under the terms of this contract or any predecessor contract for the same purpose. Such inventory will be required not more frequently than annually. At the close of the project covered by this agreement the Contractor shall provide a final inventory to the State and shall at that time query the State as to the disposition of said equipment. Final disposition of such equipment shall be in accordance with instructions from the State to be issued immediately after receipt of the final inventory and request for disposition instructions.

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(10) Prior authorization in writing by the State will be required before the Contractor will be reimbursed for any purchase order or subcontract exceeding \$1,000 for any articles, supplies, equipment or services or for any fee, or other payment, for consultation of one hundred fifty dollars (\$150) or more per day. The Contractor must provide in its request for authorization all particulars necessary for evaluation of the necessity or desirability of incurring such cost, and as to the reasonableness of the price or cost. For purchase of any item exceeding such minimum dollar amount, three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified. The Contractor must include in a written agreement with the vendor, or the subcontractor the following clause:

"Name of Vendor or Subcontractor) agrees to maintain and preserve, until three years after termination of (Contractor's name)'s agreement with the State of California, and to permit the State of California or any of its duly authorized representatives to have access to and to examine and audit any pertinent books, documents, papers and records of (Name of Vendor or Subcontractor) related to, this (purchase order) or (subcontract)."

The terms "purchase order" and "subcontract" as used in this paragraph (10) only, excludes: (a) purchase orders not exceeding \$1,000; and (b) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

(11) All personnel employed by the Contractor under this contract shall meet the standards of training and experience required for comparable positions in State employment, as determined by the State. If the Contractor maintains a local merit or civil service system, then the personnel employed under the budget shall be subject thereto, providing such local system is generally comparable to standards with the State civil service system as determined by the State.

(12) Examination of Records

(a) The Contractor agrees to maintain books, records, documents, and other evidence pertaining to the costs and expenses of this contract (hereinafter collectively called the "records") to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies and services and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this contract.

(b) The Contractor agrees to make available at the office of the Contractor at all reasonable times during the period set forth in subparagraph (c) below any of the records for inspection, audit or reproduction by an authorized representative of the State.

(c) The Contractor shall preserve and make available his records (i) for a period of four years from the date of final payment under this contract, and (ii) for such longer period, if any, as is required by applicable statute, by any other clause of this contract, or by subparagraphs 1 or 2 below.

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1. If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.

2. Records which relate to (i) litigation or the settlement of claims arising out of the performance of this contract, or (ii) costs and expenses of this contract as to which exception has been taken by the State or any of its duly authorized representatives, shall be retained by the Contractor until disposition of such appeals, litigation, claims, or exceptions.

(d) Except for the records described in subparagraph (c) 2 above, the Contractor may in fulfillment of his obligation to retain the records as required by this clause substitute photographs, microphotographs, or other authentic reproductions of such records, after the expiration of two years following the last day of the month of reimbursement to the Contractor of the invoice or voucher to which such records relate, unless a shorter period is authorized by the State or its duly authorized representative.

(13) A final invoice and, if required by this contract, a final report shall be submitted by the contractor within 45 days after the termination date hereof except as may be otherwise specified herein. If a final report is required by this contract final payment hereon shall be withheld until after receipt by the State of an acceptable report.

(14) Any inventions made in the course of or under this contract shall be promptly and fully reported to the Chief Deputy Director, California State Department of Health Services. Patent applications shall not be filed on such inventions without the prior written consent of the aforementioned individual.

(15) Officials Not to Benefit

No member of or delegate to Congress or the State Legislature shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

(16) Covenant Against Contingent Fees

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting *bona fide* employees or *bona fide* established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the State shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

(17) Inspection

The State, through its authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed.

(18) Nondiscrimination in Services, Benefits, and Facilities

The Contractor will not discriminate in the provision of services because of race, color, creed, national origin, sex, age, or physical or mental handicap in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d, rules and regulations promulgated pursuant thereto, or as otherwise provided by state and federal law. For the purpose of this contract, distinctions on the grounds of race, color, creed, or national origin include but are not limited to the following: denying a participant any service or benefit or availability of a facility; providing any service or benefit to a participant which is different, or is provided in a different manner or at a different time from that provided to other participants under this contract; subjecting a participant to segregation or separate treatment in any matter related to his receipt of any service; restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether he satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; the assignment of times or places for the provision of services on the basis of the race, color, creed, or national origin of the participants to be served. The Contractor will take affirmative action to ensure that intended beneficiaries are provided services without regard to race, color, creed, national origin, sex, age, or physical or mental handicap.

(19) Procedure for Complaint Process

The Contractor agrees that complaints alleging discrimination in the delivery of services by the contractor or his or her subcontractor because of race, color, national origin, creed, sex, age, or physical or mental handicap, will be resolved by the State through the Department of Health Services' Affirmative Action Complaint Process.

(20) Notice of Complaint Procedure

The Contractor shall, subject to the approval of the Department of Health Services, establish procedures under which recipients of service are informed of their rights to file a complaint alleging discrimination or a violation of their civil rights with the Department of Health Services.

(21) Only Applicable to Hospitals

The Contractor will not discriminate against the intended beneficiaries of funds monitored by the State because of race, color, creed, national origin, or sex, in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, rules and regulations promulgated pursuant thereto, or as otherwise provided by law. The Contractor will take affirmative action to ensure that intended beneficiaries are provided services without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: advertisement conspicuously displayed advising the public that emergency health services are available without regard to race, color, religion, sex, or national origin and without regard to ability to pay.

(22) Only Applicable to Hospitals Accepting Medi-Cal Patients

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The Contractor will not discriminate against the intended beneficiaries of funds monitored by the State because of race, color, religion, sex, or national origin in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, rules and regulations promulgated pursuant thereto, or as otherwise provided by law. The Contractor will take affirmative action to ensure that intended beneficiaries are provided services without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: advertising conspicuously displayed advising the public that Medi-Cal services are available to the public without regard to race, color, religion, sex, or national origin.

EXHIBIT NO. A 1
EXPENDABLE AND NON-EXPENDABLE EQUIPMENT
ACQUIRED UNDER CONTRACT

List each item of expendable and non-expendable equipment having a unit value of \$100.00 or more and a life expectancy of two years or more.

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DATE: _____

CONTRACT NUMBER: _____

NAME OF CONTRACTOR: _____

CONTRACTOR'S PHONE NO.: _____

NAME OF CONTRACTOR'S
AUTHORIZED REPRESENTATIVE: _____CONTRACT EQUIPMENT ALLOTMENT
FROM BUDGET EXHIBIT: _____

CONTRACTOR'S ADDRESS: _____

PURCHASE ORDER OR DOCUMENT NO.	QUANTITY	DESCRIPTION (Including Mfg., Model, Type, Size and/or Capacity)	STATE I.D. TAG NO.	SERIAL NUMBER	COST PER UNIT	DATE RECEIVED

INSTRUCTIONS

Please complete this report in duplicate, return the original to the Department of Health, Business Services Section, 744 P Street, Sacramento, California 95814, Attention: Property Control Element. The duplicate should be retained by you for your records. For information — Tele: (916) 445-3107.

Upon receipt of the report listing non-expendable equipment that has been acquired, the Department of Health will forward to you identification decals which are to be affixed to the equipment by you or your staff.

IDENTIFICATION OF NON-EXPENDABLE EQUIPMENT

Within practical limits all equipment to be identified will be tagged as follows:

Tables, desks, and
similar articles

Place tag on upper left-hand
corner of the front of the
left leg or pedestal just under
the top.

Chairs

Place tag at center of the rear
edge of the seat.

One piece files
or cabinets

Place tag on the upper left-hand
corner of the front of the frame.

Upholstered furniture

Place tag on the side of an exposed
leg.

All items will have tags so placed as to be in plain sight and easily read. Manufacturer's marks will be left intact.

STATE FURNISHED PROPERTY PROVISIONS

1. A. State furnished property to be used by the Contractor in the performance of this contract is identified on the attached page 2 of this exhibit entitled "Inventory of State Furnished Property".
- B. Title to all property furnished by the State shall remain in the State.
- C. State furnished property shall be used only for the performance of this contract.
- D. Title to such State furnished property shall not be affected by the incorporation or attachment thereof to any property not owned by the State, nor shall such State-furnished property, or any part thereof, be or become a fixture or lose its identity as personality by reason of affixation to any realty.
- E. Unless otherwise provided herein, the State shall not be under any duty or obligation to restore or rehabilitate, or to pay the cost of the restoration or rehabilitation of the Contractor's facility or any portion thereof which is affected by removal of any such State furnished property.

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2. A. The Contractor shall maintain and administer, in accordance with sound business practice, a program for the utilization, maintenance, repair, protection and preservation of such State furnished property so to assure its full availability and usefulness for the performance of this contract. The Contractor shall take all reasonable steps to comply with all appropriate directions and instructions which the State may prescribe as reasonably necessary for the protection of such State furnished property.
- B. At the termination of this contract, the Contractor shall provide the State with a final inventory and shall query the State as to the disposition of such State furnished property referred to in paragraph 1-A above. Final disposition of such property shall be in accordance with the instructions from the State to be issued immediately after receipt of the final inventory and request for disposition instructions.
3. A. In addition to the provisions of Paragraphs 1 and 2 above, if any part of such property is motor vehicles, the State authorizes the Contractor to use said motor vehicles under the terms and conditions of this contract for purposes of this contract only, and in accordance with the provisions of Paragraphs 1 and 2 above and of B, C, D and E below.
- B. It is mutually understood that the State of California shall be the legal owner of said vehicles and the Contractor shall be the registered owner.
- C. Upon return of such motor vehicles to the State, Contractor shall deliver to State all necessary documents of title to enable proper transfer of marketable title to the State.
- D. Contractor agrees that all operators of motor vehicles listed in said agreement shall hold a valid State of California driver's license. In the event 12 or more passengers are to be carried in any one vehicle listed in said agreement, a Class 2 driver's license will also be required.
- E. Contractor shall furnish to the State a certificate of insurance stating that there is liability insurance presently in effect for Contractor with limits of bodily injury coverage of not less than \$100,000 per person, \$300,000 for one occurrence and property damage limits of not less than \$50,000 per occurrence.

The certificate of insurance will provide:

- 1) That the insurer will not cancel the insured's coverage without 15 days prior written notice to the State.
- 2) That the State of California, its officers, agents, employees, and servants are included as additional insureds, but only insofar as the operations under this contract are concerned.
- 3) That the State will not be responsible for any premiums or assessments on the policy.

Contractor agrees that the bodily injury liability insurance herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the term of this contract, Contractor agrees to provide at least fifteen (15) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of said Department of General Services and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, State may, in addition to any other remedies it may have, terminate this contract upon the occurrence of such event.

INVENTORY OF STATE FURNISHED PROPERTY

INSTRUCTIONS:

1. List each item of nonexpendable property having a unit cost of \$150 or more and a life expectancy of two years or more.
2. Copy information from Exhibit A-1's from prior contracts.
3. Please be accurate. This Inventory becomes a part of your State contract.
4. If additional pages are necessary, use plain white paper and label column headings. Include Contractor name and contract number. Staple a copy of the page to this exhibit within all contract copies.

Date:

Contract Number: 79-753-88

Contractor: COUNTY OF YOLO

Purchase Order or Document No.	Quantity	DESCRIPTION 1. Include manufacturer's name, model number, type, size and/or capacity. 2. If motor vehicles, list year, make, model number, type of vehicle (van, sedan, pick-up, etc.) 3. If van, include passenger capacity.	State I. D. Tag No. (If motor vehicle, list license number)	Serial Number	Cost Per Unit	Date Recd
Not Required	1	Incubator, Thelco II, 120 Volt 13"W, 14"D, & 13" H	603827	22-AE-1	204	1972-7
	1	Incubator, Labline 400, 120 Volt 16"W, 17"D, & 26" H	603828	0675	276	1972-7
	1	Incubator, Napco 322, C02, 120 Volt 18"W, 17 5/8"D, & 26"H	502236	ASW-3	860	1972-7
	1	Incubator, Thelco IV, 120 Volt, 17"W, 18"D, & 27"H	502250	22-AD-1	285	1972-7
	1	Incubator, Labline 400, 120 Volt, 16"W, 17"D, & 26"H	603829	0673	276	1972-7
	1	Incubator, Napco 322, C02, 120 Volt, 18"W, 17 5/8"D, & 26"H	502235	ASW-3	860	1972-7

State Administrative Manual (S.A.M.) Section 8652 is quoted in part as follows:

Classes of Property. State property is classified either as expendable or nonexpendable.

2. Nonexpendable property consists of . . . (c) equipment and accessories for such equipment. Equipment is defined as movable articles of nonexpendable property which have all of the following characteristics:
 - a. A normal useful life (including extended life due to repairs) of two years or more.
 - b. . . . and
 - c. An approximate unit cost of \$150 or more for other than land and structures.

VENEREAL DISEASE CONTROL PROJECT

EXHIBIT B

July 1, 1979- June 30, 1980

I. Purpose of Contract

Venereal disease contract funds are authorized for the purpose of assisting county health jurisdictions in carrying out programs to reduce prevalence of syphilis and gonorrhea. Contract funds are to be used to help support the detection and prevention components of contractor's venereal disease programs. The provision of diagnostic/treatment services for venereal disease are not supported by contract funds and are considered the responsibility of the Contractor and its governmental entities.

II. Programs Elements and Required Services

A. Syphilis Epidemiology

The purpose of syphilis epidemiology continues to be the interruption of the transmission of disease by examining and treating sexual partners exposed to an infected patient. This process entails the interviewing of patients with infectious syphilis, the referral of sexual partners to examination, the preventive treatment of those who may be incubating disease, and the use of information gained during the process to most effectively manage related cases. Important elements of this procedure include the timeliness with which activities are completed, the degree to which preventive treatment is administered to appropriate contacts, and the quality with which interviews, investigations and case management is performed. These activities can be measured against standards provided by the State as well as evaluated from a program self-improvement perspective. Acceptance by the Contractor of Venereal Disease Control Project funds and personnel support provided by the grantor is an explicit expression of agreement for the performance and support of following syphilis and gonorrhea control activities:

1. Time Elements

- a. Supports interviewing syphilis cases within 48 hours.
- b. Supports reinterviewing syphilis cases within 5 days.
- c. Supports initial follow-up sexual contacts to diagnosed cases of syphilis within 24 hours.
- d. Supports initial follow-up of cluster suspects and associates (cluster suspects and associates are individuals who may be involved in a syphilis case, and are named either by the original patient or a contact to the original patient) within 24 hours.

EXHIBIT B

- e. Supports follow-up of high priority reactor serologies (high priority reactor serologies are those serologic tests for syphilis that are most likely to yield untreated early syphilis) within 24 hours.
- f. Supports reporting of all reactive serologies to the surveillance program within 72 hours.

2. Preventive Treatment

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- a. Supports State VD Unit's policy on preventive treatment of critical period contacts.
- b. Supports State VD Unit's policy on preventive treatment of high priority clusters identified during an outbreak assistance project.

3. Case Management Activities

- a. Supports epidemiologic analysis of all early syphilis cases to determine follow-up priorities including proper source/spread determinations.
- b. Supports the cluster interviewing processes.

4. Performance Standards

- a. Supports State VD Unit's Process Performance Standards (Process Performance Standards are a task oriented method of evaluating the employees level of performance for a given position) for their assigned Federal/State casefinders.
- b. Will develop similar Process Performance Standards for their county casefinders.

5. Training

- a. Supports training sessions to eliminate State/Federal and county weaknesses identified through personnel observations of employee work performance and case management reviews by the State's VD Unit Field Services staff and/or locally assigned Federal/State Area Supervisor.

B. Community Relations

The Contractor agrees that Information and Education programs should embody the following components:

EXHIBIT B

The delivery of messages aimed at the private medical community and their professional associations to increase the participation in the control of venereal disease by private practitioners, laboratories, and other health related groups or institutions.

Emphasis should be placed upon accurate diagnosis utilizing laboratory tools, adequate treatment of patients, and the referral of sexual partners.

The provision of general information efforts directed to the general public utilizing mass media and volunteer groups to sustain a high level of awareness of the venereal disease problem.

The implementation of a specific education program developed in collaboration with and directed toward high-risk populations with an emphasis upon the signs and symptoms of the venereal diseases, methods of prevention, and the availability of diagnostic and treatment services.

With the above components in mind, the Contractor agrees to support the following with assistance from Federal/State assignees:

1. Provides information to all venereal disease patients in public health clinics to motivate them to seek medical attention immediately upon suspicion of infection, avoid reinfection; cooperate with the casefinding process; and the dangers of asymptomatic gonorrhea, recidivism and pelvic inflammatory disease.
2. Participate in a survey measuring the information diffusion process of clinic patients and the most productive outlets from venereal disease education.
3. If needed, will participate in education projects for gay, prostitutes and Spanish-speaking labor populations.
4. Provides visitation programs to physicians in private practice, hospitals and laboratories to increase the reporting of gonorrhea related cases of Pelvic Inflammatory Disease, to promote the test-of-cure procedure, to provide case referral packets, and to provide the latest medical information on the sexually transmitted diseases (STD's).
5. Participates in Venereal Disease Awareness Month and other state-wide venereal disease media campaigns.

C. Medical Management of Patients Attending Public Venereal Disease Clinics

The Contractor agrees to:

1. Ensure that all patients with sexually transmitted diseases are treated adequately as outlined in the latest established treatment schedules (including gonorrhea and syphilis treatment schedules recommended by the United States Public Health Service and California State Department of Health Services).

EXHIBIT B

2. Ensure that venereal disease clinic patients returning for post treatment examination and culture receive priority attention (are expedited through the clinic process).
3. Establish quality control procedures to correlate smear and culture results.
4. Provide "standard operating procedures" in their public venereal disease clinics.
5. Establish procedures which ensures that all public gonorrhea female patients are recultured and tested on both cervical and rectal sites.
6. Establish procedure which ensures that all public patients with a test-of-cure culture receive additional culturing at as many alternate sites as indicated by the patient's statement of sexual preference.
7. Ensure that all female patients, attending public venereal disease clinics are provided bimanual examinations to rule out GC PID.
8. Ensure that both endocervical smears and cultures and rectal cultures are performed on all GC PID patients.
9. Provide that venereal disease clinic staff on all levels receive information and training in dealing with venereal disease patients to create an environment conducive to the appearance and reappearance of individuals with suspected sexually transmitted diseases, and encourage their full participation in the medical and epidemiological process.

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D. Gonorrhea Epidemiology

The purpose of gonorrhea epidemiology is to detect patients with untreated disease and to prevent reinfection of index patients through the treatment of infected sexual partners.

All patients treated in public clinics for gonorrhea should be counseled regarding: (1) the nature of the disease for which they have been treated; (2) the need to have their sexual partners examined for the presence of infection; and (3) the necessity of returning for post treatment culture testing. The availability of resources will guide the methodology to be employed in this counseling process, but selection of methods should also be guided by status of the patient's infection. For those patients judged to be reinfected through systematic reculturing or as a result of presenting with disease post treatment, priority should be placed upon conducting individual interviews with health department referral of sexual partners. For patients diagnosed with other than a reinfection, greater reliance should be placed upon the patient to refer his sexual partners to examination. Counseling of these patients with "new" infection may include either individual or group interviews depending upon physical and monetary resource circumstances.

EXHIBIT B

Providers other than public clinics who treat patients for gonorrhea, should be encouraged to counsel their patients or utilize self interview/patient referral materials. The Contractor agrees to perform and support the following:

1. Provides counseling services (contact elicitation, one on one self-referral or group referral interviews) to 95-100 percent of all public gonorrhea patients.
2. Provides priority "epidemiologic services" to GC patients (includes contact elicitation interviews and field follow-up of contacts).
 - a. persons found positive on post treatment tests (test-of-cure^{Micro Fiched} and recultures).
 - b. persons who have more than one infection during a six month period (repeaters).
 - c. persons diagnosed as having acute gonococcal salpingitis pelvic inflammatory disease (hereinafter referred to as "GC PID").
 - d. persons diagnosed as having a PPNG (penicillinase producing *Neisseria gonorrhoeae*) infection.
3. Utilize the "Protocol for the Management of PPNG Cases" and support all PPNG goals.
4. Establishes a self interview/contact referral system for providers who treat patients for gonorrhea outside public venereal disease clinics.
5. Establishes, with State support, a GC PID "epidemiologic" data collection system to determine the frequency of hospitalization; the number of sex contacts to GC PID cases that are asymptomatic, symptomatic with pain, and symptomatic without pain; to the number of infected contacts to GC PID patients that are interviewed; and to identify the number of GC PID patients that are brought to treatment through the epidemiologic process.

E. Culture Screening for Gonorrhea

The objective of gonorrhea culture screening activities is to detect asymptomatic disease among susceptible female and selected male population groups who are at high-risk of being infected.

Since the prevalence of gonorrhea varies widely by geographic area and patient populations, the type and extent of support for each provider should be determined individually on the basis of cost effectiveness considerations. (Positive screening results at a rate of 2.0 percent or greater are considered to be cost effective). The Contractor conducting screening activities must monitor the quality of all components of the program. This includes: (1) an assurance of competent laboratory

EXHIBIT B

services for processing gonorrhea cultures; (2) processes to safeguard and enhance the viability of gonorrhea culture specimens while in transit to laboratories; (3) quality control testing of media; (4) training for laboratory personnel involved in gonorrhea bacteriology, and the monitoring of the performance of participating laboratories.

For those provider sites which are cost effective and among those populations identified as high-risk, based on recent history of gonococcal infection, area of residence, and demographic information screening should be intensified. Examples of such intensification include: Post treatment follow-up testing (3-7 days) after therapy for gonorrhea; post treatment reculturing (4-6 weeks) after therapy for gonorrhea; testing of females presenting to hospital emergency rooms with complaints compatible with gonococcal symptomatology; testing in selected jail populations; and testing steam bath and gay bar populations.

A post treatment follow-up test (test-of-cure) culture should be recommended to private practitioners and become an established part of the medical care provided each gonorrhea patient.

A plan for systematically reculturing publicly treated gonorrhea patients 4-6 weeks post treatment should be developed. A policy recommending similar reculturing of private patients is encouraged. Such testing should encompass all treated patients including those who have received a negative post treatment follow-up test. However, until additional base line information on the number and percent positive from post treatment testing of gonorrhea patients is compiled, the extent of resources expended for securing recultures should be limited. At a minimum, every gonorrhea patient should be counseled to return for subsequent testing and be scheduled to return on specified dates. A clerically oriented patient notification procedure utilizing either telephone or mail for patients who do not respond on their scheduled date is recommended. The Contractor agrees to:

1. Support providing GC screening to target populations such as:
 - a. Post treatment follow-up testing (3-7 days) after therapy for gonorrhea.
 - b. Post treatment reculturing (4-6 weeks) after therapy for gonorrhea.
 - c. Hospital emergency room GC PID testing.
 - d. Selected Jail or Detention Testing.
 - e. Selective testing of people having more than one sex partner during a three month period.

EXHIBIT B

2. Develop a test-of-cure culture evaluation system to measure the number and percent of infected patients returning for post treatment tests voluntarily and also those needing health department follow-up. Including number and percent that have a positive test-of-cure culture.
3. Promote a visitation program to key private physicians to ensure they include a test-of-cure as an integral part of the medical care of each patient diagnosed as having gonorrhea.
4. Maintain at least a 98 percent rate of treatment of high-risk patients with positive cultures.
5. Support the concept that all patients with PPNG receive a test-of-cure within one week after treatment and that attempts for a reculture will be made one month after the test-of-cure. Micro Fiched
6. An attempt should be made to secure a patient examination (3-5 days) after initial treatment to assess the patient's response to the treatment. All patients with GC PID should receive a test-of-cure within one week after completion of treatment, and attempts for a reculture should be made one month after the test-of-cure.
7. The Contractor shall provide culture for gonorrhea to 370 asymptomatic persons at high-risk as part of routine examinations given for reasons other than venereal disease in a variety of health delivery settings, both public and private. The facilities in which screening shall be carried out are listed in Exhibit D, entitled "Screening Site Lists", which is made a part hereof by this reference. Any deviation (additions or deletions) from this list must be mutually agreeable to both the Contractor and the State.
8. The Contractor assures that follow-up and treatment shall be provided to all patients who are found to have positive cultures, and that United States Public Health Service and California Department of Health Services treatment recommendations shall be observed.
9. The Contractor assures that, except in cases where incubation and access to a laboratory are not readily available, Thayer-Martin culture medium shall be used; and that Transgrow medium shall be used where it is not possible to use Thayer-Martin medium in accordance with Federal guidelines.
10. The Contractor shall require all participating clinics and physicians to report monthly, to the Contractor, the number of persons cultured, the number of persons recultured, the number positive, the number inconclusive, and the number of positive patients treated. These records shall be submitted, by the Contractor, to the State on a monthly basis no later than fourteen (14) days after the end of each month. Test-of-cure cultures, and epi treatments shall be excluded, but reinfections and patients returning for an examination after a three (3) month time period has elapsed shall be included. Inconclusive

EXHIBIT B

tests shall include all culture taken from patients which, for some reason, do not yield sufficient evidence upon which to judge the patient either positive or negative (e.g., overgrowth, destroyed or damaged plates, etc.).

11. Under the terms of this contract any culture done within twenty-five (25) days after the initial positive culture is a test-of-cure culture and is not to be counted for reimbursement.
12. The Contractor assures that adequate and effective epidemiologic follow-up and control programs shall be implemented in Contractor's jurisdiction.

III. General Provisions

- A. The attached Exhibit A(F), entitled "Additional Provisions", is made a part hereof by this reference.
- B. The attached Exhibits (A2 consisting of two pages), entitled "State Furnished Property Provisions", is made a part hereof by this reference.
- C. The budget for this project (hereinafter referred to as "Budget") is attached and marked Exhibit C and made a part hereof by this reference.
- D. In consideration of the services, performed in a manner acceptable to the State, the State shall reimburse the Contractor quarterly, in arrears, upon submission of an invoice in quadruplicate stating the time period covered by said invoice, and the name and title of the incumbent employee, and bearing the number of the contract, for actual expenditures in accordance with the Budget (attached hereto and marked Exhibit C). The invoice is to be submitted under the letterhead of the Contractor and signed by the Health Officer or individual acting on his behalf. Invoices shall be submitted directly to: Department of Health Services, VD Control Unit, P.O. Box 2230, Sacramento, CA 95810, no later than fifteen (15) working days after the end of the quarter. Final payment will be withheld pending the submission of all required reports to the State by the Contractor.
- E. The period of this contract shall be from July 1, 1979 through June 30, 1980.
- F. The Contractor shall require all participating laboratories, within the Contractor's jurisdiction, to participate in training workshops and quality control programs which will be arranged by the Laboratory Services Program of the State Department of Health Services during the period of this contract.
- G. Contractor agrees to the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the Prohibition of discrimination against qualified handicapped persons in all federal-assisted programs or activities, as detailed in regulations signed by the Secretary of HEW effective June 3, 1977 and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977.

EXHIBIT B

- H. This contract is valid to the extent that the funds are made available by the U.S. Department of Health Education and Welfare for purposes of this contract.
- I. The maximum payable under this contract shall not exceed \$10,528 for the period ending June 30, 1980.
- J. This contract may be canceled by either party upon thirty (30) days' written notice to the other party.

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CONTRACTOR: COUNTY OF YOLO

CONTRACT NO: 79-753-88

EXHIBIT C
BUDGET

July 1, 1979 - June 30, 1980

			Micro Fiched
<u>Personal Services</u>	<u>Monthly Salary</u>	<u>of Time</u>	<u>Amount</u>
Public Health Nurse	1,293	50%	7,758
Total Salary Wages			<u>7,758</u>
Staff Benefits, Approximately 35.7%			<u>2,770</u>
Total Personal Services			10,528
TOTAL BUDGET			<u><u>10,528</u></u>

FORWARD TO:

EXHIBIT D

SCREENING SITE LIST

Contractor Yolo CountyContract # 79-753-88Month Yearly Volume 19 79-80

California Department of Health
Health Protection System
Infectious Disease Section
Venereal Disease Control Unit
744 P Street
Sacramento, CA 95614

GONORRHEA CONTROL PROJECT

Name and Location of Screening Site	Type of Clinic & Screening	Number Females/ Males Cultured	Number Females/ Males Positive	Number Females/ Males Inconclusive	Number Positive Females/Males Treated
YCHD 10 Cottonwood Street Woodland	1d Routine Screening	60			
YCHD 10 Cottonwood Street Woodland	1d Reculture	30			
Yolo General Hospital 170 W. Beamer Street Woodland	2d Clinical PID	80			
Salud Clinic 530 C Street Broderick	4d Routine Screening	200			
TOTAL		370			

*LEGEND

CD Cancer Detection
C/D/C Correction or Detention Center
CHC Community Health Center
FC Free Clinic
FP Family Planning
CHC Group Health Clinic
HD County Health Department
Hosp Hospital

Mil Military
NS Not Specified
OB-GYN Obstetrics-Gynecology
PEP Private Family Planning Group
PMD Private Medical Doctor
Pren Prenatal
SHC Student Health Center

FILED

JUL 11 1979
BY PETER McNAMEE, Clerk
DEPUTY

AGREEMENT NO. 79-283

Agreement for Emergency Shelter Foster Home)

THIS AGREEMENT, made and entered into this 10th day of
July _____, 1979, by and between the COUNTY OF YOLO, a political
subdivision of the State of California (hereinafter referred to
as "COUNTY"), and HERMAN AND MARGARET PEREZ, (hereinafter
referred to as "PROVIDERS"),

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W I T N E S S E T H:

I. RECITALS:

1. COUNTY is desirous of making provisions for shelter care for children requiring temporary or emergency care outside their own homes.
2. PROVIDERS represent that they possess the necessary qualifications to carry out the desired provision of shelter care.
3. PROVIDERS agree to carry out the services for COUNTY described herein, under the terms and conditions set forth in this agreement.

II. AGREEMENTS:

1. PROVIDERS shall make available in their home, on a twenty-four (24) hour per day basis, five beds for children requiring temporary or emergency shelter home care.
2. PROVIDERS shall obtain and keep current a foster home license, and shall comply with all state regulations concerning foster home care.
3. PROVIDERS shall receive at any hour of the day or night, seven (7) days per week, up to five children between the ages of 0-18 years, who have been taken into temporary custody as neglected, abused, destitute, or homeless children.

1 4. PROVIDERS shall refuse to accept children who are in need of
2 immediate emergency medical care. PROVIDERS may also refuse to
3 accept children who are violent or who are known fire-setters.
4 PROVIDERS may not refuse children with colds, flu, or other
5 chronic illnesses not requiring emergency care.

6 5. PROVIDERS shall make an initial inventory of all personal
7 property in possession of each child received, and mark those items
8 to assure their return to the child when the placement terminates.

9 6. PROVIDERS shall keep on-going records, on forms provided by
10 COUNTY, on all removals from and returns to the home of each child
11 during the placement, and any other information requested by
12 COUNTY. All records concerning children shall be kept confidential. Micro Fiched
13

14 7. PROVIDERS shall not permit any children in their care to be
15 removed from their home by third parties, without the express
16 consent of the social worker in each instance.

17 8. PROVIDERS shall permit visitation by parents of the children
18 in their care, between the hours of 10:00 a.m. and 9:00 p.m. All
19 visitation is to be by appointment and with the approval of the
20 social worker in charge.

21 9. PROVIDERS shall cooperate with Yolo County Department of
22 Social Services staff and other community resources in developing,
23 coordinating, and implementing a treatment/casework plan in the
24 best interest of each child.

25 10. PROVIDERS shall provide transportation to all Court appear-
26 ances, doctors and dentists appointments, school, and other places
27 as necessary. PROVIDERS shall have a valid California driver's
28 license, and maintain automobile public liability insurance in at

1 least the minimum amounts required by law.

2 11. PROVIDERS shall make all necessary arrangements for school
3 registration for each child.

4 12. PROVIDERS shall provide each child placed with care appro-
5 priate to the child's needs, including room and board, recreation,
6 available public education, necessary clothing, and medical and
7 dental care. COUNTY shall pay for the necessary clothing, medical,
8 and dental care, and other special needs. PROVIDERS shall further
9 provide substitute parenting appropriate to each child, including
10 training, constructive discipline, and supervision by a responsible
11 adult.

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12 13. PROVIDERS shall make all necessary arrangements for hiring
13 back-up help. All such help must be at least twenty-one (21) years
14 of age and be approved by the County Department of Social Services.

15 14. PROVIDERS shall remain in contact with the COUNTY communica-
16 tions operator at all times, except during periods of vacation and
17 weekends off as provided herein.

18 15. PROVIDERS shall abide by the Civil Rights Act of 1964, and
19 any other federal or state legislation which prohibits discrimina-
20 tion on the basis of sex, race, religion, handicap or ethnic back-
21 ground in the hiring of employees or in providing services under
22 this agreement.

23 16. PROVIDERS shall be responsible for the selection and procure-
24 ment of necessary supplies, food, clothing and incidentals, for
25 maintenance of safe and sanitary standards in their home, and for
26 provision of healthful nutrition to each child. COUNTY will
27 provide the initial supply of special needs, such as diapers;
28 however, PROVIDERS will be responsible for maintaining such supplies.

1 17. PROVIDERS shall have one weekend off per month. During this
2 weekend, they will not be required to maintain contact with the
3 communications operator. However, any children at the home at the
4 time will continue to be cared for by PROVIDERS, whether in the
5 home or away from it. The dates of said weekends off shall be as
6 agreed upon by the Department and PROVIDERS. PROVIDERS agree to
7 give the Department at least one week's notice of intended weekend
8 off dates.

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9 18. PROVIDERS shall have one week of vacation per year, under the
10 same terms and conditions as stated above for weekends off. In
11 addition, PROVIDERS shall be entitled to one week of sick leave per
12 year, under the same terms and conditions as for weekends off and
13 vacations. Time off for sickness beyond one week shall result in
14 a pro rata reduction of the monthly amount paid by COUNTY to
15 PROVIDERS as set forth herein.

16 19. COUNTY shall provide essential background information and any
17 other information concerning the needs of each child, as well as
18 information regarding any dangerous propensities of each child,
19 whenever such information is obtained. COUNTY shall act promptly
20 to remove any child whose physical condition or dangerous propens-
21 ities reasonably could be foreseen to imperil the property or
22 person of others in PROVIDERS' home. COUNTY shall obtain any
23 necessary emergency care for children before they are placed with
24 PROVIDERS.

25 20. COUNTY shall provide consultation and/or training to PROVI-
26 DERS as necessary for the effective provision of services under
27 this agreement.

28 21. COUNTY shall pay PROVIDERS the sum of \$625 per month, irres-

1 pective of the number of days on which children have been placed
2 in the home. In addition, for each 24-hour period a child is in
3 the home, COUNTY shall pay the sum of \$8.00 for that child up to
4 a daily maximum of \$40.00 for five children. For each placement
5 less than 24 hours, COUNTY shall pay the sum of \$4.00 for each
6 child.

7 22. It is specifically understood that PROVIDERS are independent
8 contractors and are not subject to the direction and control of
9 COUNTY except as to final result. PROVIDERS shall be solely
10 liable and responsible to pay all required taxes and other obliga-
11 tions, including, but not limited to, withholding and Social
12 Security. PROVIDERS agree to indemnify and hold COUNTY harmless
13 from any liability which it may incur to the federal or state
14 government as a consequence of this contract.

15 23. The term of this agreement shall be for a period of eleven
16 (11) months and twenty-two (22) days, beginning on July 10, 1979,
17 and ending on June 30, 1980. This writing contains all of the
18 terms agreed upon by the parties. No other understanding, oral or
19 otherwise, regarding this agreement shall be deemed to exist or to
20 bind any of the parties hereto. This agreement may be amended,
21 modified, or terminated by consent of the parties, in writing. It
22 may be terminated by either party upon sixty (60) days' notice, or
23 by COUNTY without notice for violation by PROVIDERS of any term or
24 condition of this agreement. Any assignment of this agreement
25 shall require prior written consent of COUNTY. Such consent, once
26 given, shall not be deemed to waive the requirement of consent by
27 COUNTY for any subsequent assignments.

28 24. By mutual consent of the parties, this agreement renders

1 Agreement No. 79-14 null and void.

2 IN WITNESS WHEREOF, the parties hereto have executed this
3 agreement the 10th day of July, 1979.

4 COUNTY OF YOLO, a political subdivision
5 of the STATE of CALIFORNIA

6 BY:

Bob C. Marsland
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

JUL 11 1979

Micro Fiched

10 ATTEST:

11 PETER McNAMEE, CLERK

12 BY:

John E. Lucas
Deputy

14 PROVIDERS:

15 BY:

Herman Perez
Herman Perez

17 Margaret Perez
18 Margaret Perez

27 APPROVED AS TO FORM

28 CHARLES R. MACK
COUNTY COUNSEL

By

Elizabeth A. Kelly
DEPUTY COUNTY COUNSEL

FILE

JUL 11 1979

PETER ACHAMEE, Clerk
DEPUTY

AGREEMENT NO. 79-284

(Agreement for Emergency Shelter Foster Home)

THIS AGREEMENT, made and entered into this 1st day of July, 1979, by and between the COUNTY OF YOLO, a political subdivision of the State of California (hereinafter referred to as "COUNTY"), and JOHNNY AND KATHY SHAW, (hereinafter referred to as "PROVIDERS"),

W I T N E S S E T H:

I. RECITALS:

1. COUNTY is desirous of making provisions for shelter care for children requiring temporary or emergency care outside their own home.

2. PROVIDERS represent that they possess the necessary qualifications to carry out the desired provision of shelter care.

3. PROVIDERS agree to carry out the services for COUNTY described herein, under the terms and conditions set forth in this agreement.

II. AGREEMENTS:

1. PROVIDERS shall make available in their home, on a twenty-four (24) hour per day basis, two beds for children requiring temporary or emergency shelter home care.

2. PROVIDERS shall obtain and keep current a foster home license, and shall comply with all State regulations concerning foster home care.

3. PROVIDERS shall receive at any hour of the day or night, seven (7) days per week, up to two children between the ages of 0 - 8 years, who have been taken into temporary custody as neglected, abused, destitute, or homeless children.

1 4. PROVIDERS shall refuse to accept children who are in need of
2 immediate emergency medical care. PROVIDERS may also refuse to
3 accept children who are violent or who are known fire setters.
4 PROVIDERS may not refuse children with colds, flu, or other
5 chronic illnesses not requiring emergency care. Micro Fished
6 5. PROVIDERS shall make an initial inventory of all personal
7 property in possession of each child received, and mark those items
8 to assure their return to the child when the placement terminates.
9 6. PROVIDERS shall keep ongoing records, on forms provided by
10 COUNTY, on all removals from and returns to the home of each child
11 during the placement, and any other information requested by
12 COUNTY. All records concerning children shall be kept confidential.
13 7. PROVIDERS shall not permit any children in their care to be
14 removed from their home by third parties, without the express
15 consent of the social worker in each instance.
16 8. PROVIDERS shall permit visitation by parents of the children in
17 their care, between the hours of 10:00 a.m. and 9:00 p.m. All
18 visitation is to be by appointment and with the approval of the
19 social worker in charge.
20 9. PROVIDERS shall cooperate with Yolo County Department of
21 Social Services staff and other community resources in developing,
22 coordinating, and implementing a treatment/casework plan in the
23 best interest of each child.
24 10. PROVIDERS shall provide transportation to all court appear-
25 ances, doctors and dentists appointments, school, and other places
26 as necessary. PROVIDERS shall have a valid California driver's
27 license, and maintain automobile public liability insurance in at
28 least the minimum amounts required by law.

1 11. PROVIDERS shall make all necessary arrangements for school
2 registration for each child.

3 12. PROVIDERS shall provide each child placed with care appro-
4 priate to the child's needs, including room and board, recreation,
5 available public education, necessary clothing, and medical and
6 dental care. COUNTY shall pay for the necessary clothing, medical
7 and dental care, and other special needs. PROVIDERS shall further
8 provide substitute parenting appropriate to each child, including
9 training, constructive discipline, and supervision by a responsible
10 adult.

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11 13. PROVIDIERS shall make all necessary arrangements for hiring
12 back up help. All such help must be at least twenty-one (21) years
13 of age and be approved by the County Department of Social Services.

14 14. PROVIDERS shall remain in contact with the COUNTY communica-
15 tions operator at all times, except during periods of vacation and
16 weekends off as provided herein.

17 15. PROVIDERS shall abide by the Civil Rights Act of 1964, and any
18 other federal or state legislation which prohibits discrimination
19 on the basis of sex, race, religion, handicap or ethnic background
20 in the hiring of employees or in providing services under this
21 agreement.

22 16. PROVIDERS shall be responsible for the selection and procure-
23 ment of necessary supplies, food, clothing and incidentals, for
24 maintenance of safe and sanitary standards in their home, and for
25 provision of healthful nutrition to each child. COUNTY will
26 provide the initial supply of special needs, such as diapers;
27 however, PROVIDERS will be responsible for maintaining such
28 supplies.

1 17. PROVIDERS shall have one weekend off per month. During this
2 weekend, they will not be required to maintain contact with the
3 communications operator. However, any children at the home at the
4 time will continue to be cared for by PROVIDERS, whether in the
5 home or away from it. The dates of said weekends off shall be as
6 agreed upon by the Department of Social Services and PROVIDERS.

7 PROVIDERS agree to give the Department of Social Services at least
8 one week's notice of intended weekend off dates. Micro Fished

9 18. PROVIDERS shall have one week of vacation per year, under the
10 same terms and conditions as stated above for weekends off. In
11 addition, PROVIDERS shall be entitled to one week of sick leave per
12 year, under the same terms and conditions as for weekends off and
13 vacations. Time off for sickness beyond one week shall result in
14 a pro rata reduction of the monthly amount paid by COUNTY to
15 PROVIDERS as set forth herein.

16 19. COUNTY shall provide essential background information and any
17 other information concerning the needs of each child, as well as
18 information regarding any dangerous propensities of each child,
19 whenever such information is obtained. COUNTY shall act promptly
20 to remove any child whose physical condition or dangerous propen-
21 sities reasonably could be foreseen to imperil the property or
22 person of others in PROVIDERS' home. COUNTY shall obtain any
23 necessary emergency care for children before they are placed with
24 PROVIDERS.

25 20. COUNTY shall provide consultation and/or training to
26 PROVIDERS as necessary for the effective provision of services
27 under this agreement.

28 21. COUNTY shall pay PROVIDERS the sum of \$200.00 per month,

1 irrespective of the number of days on which children have been
2 placed in the home. In addition, for each 24-hour period a child
3 is in the home, COUNTY shall pay the sum of \$8.00 for that child,
4 up to a daily maximum of \$16.00 for two children. For each
5 placement less than 24 hours, COUNTY shall pay the sum of \$4.00
6 for each child.

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7 22. It is specifically understood that PROVIDERS are independent
8 contractors and are not subject to the direction and control of
9 COUNTY except as to final result. PROVIDERS shall be solely liable
10 and responsible to pay all required taxes and other obligations,
11 including but not limited to, withholding and Social Security.
12 PROVIDERS agree to indemnify and hold COUNTY harmless from any
13 liability which it may incur to the federal or state government
14 as a consequence of this contract.

15 23. The term of this agreement shall be for a period of one (1)
16 year beginning July 1, 1979 and ending on June 30, 1980. This
17 writing contains all of the terms agreed upon by the parties. No
18 other understandings, oral or otherwise, regarding this agreement
19 shall be deemed to exist or to bind any of the parties hereto.
20 This agreement may be amended, modified, or terminated by consent
21 of the parties, in writing. It may be terminated by either party
22 upon sixty (60) days' notice, or by the COUNTY without notice for
23 violation by PROVIDERS of any term or condition of this
24 agreement. Any assignment of this agreement shall require prior
25 written consent of COUNTY. Such consent, once given, shall not
26 be deemed to waive the requirement of consent by COUNTY for any
27 subsequent assignments.

28 IN WITNESS WHEREOF, the parties hereto have executed this

1 agreement on the 10th day of July, 1979.

2
3 COUNTY OF YOLO, a political subdivision
4 of the State of California

5
6 By: Robert C. Merchand

7 CHAIRMAN OF THE BOARD OF SUPERVISORS
8 COUNTY OF YOLO, STATE OF CALIFORNIA

JUL 11 1979

9 ATTEST:

10 PETER McNAMEE, CLERK

11 BY: R. E. Guces

(DEPUTY)

Micro Fished

12 PROVIDERS:

13 Johnny W Shaw
14 Johnny Shaw

15 Kathy Shaw
16 Kathy Shaw

17
18
19 APPROVED AS TO FORM

20 CHARLES R. MACK
21 COUNTY COUNSEL

22 By: Elizabeth A. Holly

23 DEPUTY COUNTY COUNSEL
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25
26
27
28

FILED

JUL 18 1979

PETER MCNAMEE, Clerk

By John E. Smith
DEPUTY

AGREEMENT NO. 79-285

THIS AGREEMENT made and entered into this 17th day of July, 1979, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY, and HAROLD W. BERTHOLF, hereinafter called CONTRACTOR,

WITNESSETH:

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RECITALS:

1. COUNTY has been notified that the services heretofore rendered by the State Board of Equalization, free of cost to the COUNTY, in providing appraisal and assessment of dry gas wells in Yolo County is no longer available.
2. There are a number of such dry gas wells in Yolo County which must be appraised and assessed in order that they bear an equitable portion of the Yolo County tax burden.
3. It is necessary that a qualified Petroleum Engineer with a thorough knowledge of dry gas wells appraisal techniques be utilized for purposes of appraising and assessing such wells, and the Yolo County Assessor's Office is presently without a member of its staff so qualified.
4. CONTRACTOR is trained in the science of Geology, is a registered geologist and is experienced in the field of Petroleum Geology, particularly in dry gas well appraisal and assessment.
5. COUNTY desires to obtain, and CONTRACTOR desires to provide appraisal and assessment services with respect to producing properties located in the County of Yolo.

NOW, THEREFORE, IT IS AGREED as follows:

1. CONTRACTOR's duties:

- A. Provide to the COUNTY through the County Assessor, a list of all oil and gas wells, and their status, located in Yolo County, and not officially certified by the California Division of Oil and Gas to be abandoned as of March 1, 1980.
- B. List and update the parcel number for each oil and gas well located in Yolo County. **Micro Fished**
- C. For each oil and gas well not already plotted on the Assessor's maps, CONTRACTOR shall survey the location of the wells and provide the County Assessor with a map plotting the surveyed sites of the oil and gas wells.
- D. Provide to the County Assessor the mailing address and a complete reporting package for each owner of a natural gas well listed under 1(A).
- E. Appraise each gas well in Yolo County according to its Proposition 8 fair market value.
1. CONTRACTOR shall, as part of the appraisal procedure, independently and thoroughly review each well's reserves, production capability, operating cost and other pertinent data relevant to such an appraisal.
- F. Based upon the determination of the reserves under (1)(E), CONTRACTOR shall make a Proposition 13 taxable value appraisal to ascertain the market value of 1975 reserves, adjusted pursuant to State Board of Equalization rules.

1 G. Provide to the County Assessor a copy of each complete appraisal
2 file. The appraisal files shall include all basic data collected,
3 notes, worksheets, maps, etc., used in calculating reserves and
4 appraisals. Such materials shall enable the County Assessor to
5 perform audits or review any of the work performed under this
6 Agreement.

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7 H. On or before June 1, 1980, submit to the County Assessor the
8 information required by the immediately preceding section, along
9 with the values of all dry gas wells in Yolo County.

10 I. At any time, when a controversy arises over the appraisals made by
11 CONTRACTOR as a result of this Agreement, CONTRACTOR shall provide a
12 total of three days for representation of the assessor in defense of
13 any appraisal in sample by the State Board of Equalization, or
14 challenge by the taxpayer, before the County Board of Equalization,
15 or be available to consult and assist the Yolo County Assessor on
16 matters of natural resource evaluation.

17 J. Whenever requested, at no additional cost to COUNTY, to represent
18 the Assessor at the Petroleum Advisory Sub-Committee meetings, and
19 make such additional occasional written reports.

20 K. CONTRACTOR shall inform COUNTY of all existing financial interests
21 in any gas wells in Yolo County, and shall notify the COUNTY of any
22 later-acquired interests immediately upon acquisition of such
23 interest.

24 L. Maintain at all times, the highest of ethical and professional
25 standards.
26

2. COUNTY's duties:

A. To pay CONTRACTOR a flat fee for services rendered pursuant to this Agreement, in the amount of NINE THOUSAND NINE HUNDRED SIXTY DOLLARS (\$9,960.00).

B. That the fee above mentioned shall be paid on or before June 30, 1980.

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3. TERM. Except as otherwise provided in this Agreement, the term of this agreement shall be for one (1) year, commencing on the first day of July, 1979 to the thirtieth (30th) day of June, 1980.

4. INDEPENDENT CONTRACTOR. In the performance of the work, duties and obligations devolving upon him under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor, practicing his profession of Petroleum Consultant. CONTRACTOR agrees to perform his work and functions at all times in strict accordance with currently approved methods and practices in his profession, and that the sole interest of the COUNTY is to assure that said work and functions shall be performed and rendered in a competent, efficient and satisfactory manner.

5. HOLD HARMLESS. CONTRACTOR agrees to hold harmless COUNTY, its officers, employees, and agents from any and all liability and/or claims for damages arising out of action or conduct of CONTRACTOR, his agents, servants, employees, and invitees as a result of CONTRACTOR's operations pursuant to this Agreement.

6. INSURANCE. During the term of this Agreement, CONTRACTOR shall at his own expense, maintain in full force and effect a liability insurance policy expressly naming COUNTY as an additional insured

1 against liability for injuries to persons and property and for death
2 of persons arising from any accident, injury or damage occurring as
3 a result of CONTRACTOR's operations pursuant to this Agreement. The
4 limits of liability under said insurance shall not be less than One
5 Million Dollars (\$1,000,000) property damage, and Five Hundred
6 Thousand dollars (\$500,000) per person for personal injury or death.

7 7. Variation of Terms. No alteration or variation of the terms of this
8 Agreement shall be valid unless made in writing and executed by the
9 parties hereto.

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10 8. Notices. All notices from CONTRACTOR to COUNTY or COUNTY to
11 CONTRACTOR shall be in writing, either personally served or
12 delivered by the United States Mail, postage prepaid and addressed
13 as follows

14 COUNTY OF YOLO
15 Board of Supervisors
16 County Courthouse
725 Court Street
Woodland, CA. 95695

17 HAROLD W. BERTHOLF & ASSOC.
18 GEOLOGISTS/PETROLEUM ENGINEERS
2775 Cottage Way, Suite 24
19 Sacramento, Ca. 95825

20 IN WITNESS WHEREOF, the parties hereto have executed this Agreement
21 as of the day and year herein above set forth.

22 COUNTY OF YOLO, a political sub-
23 division of the State of California

24 by: Ed. C. Marshland
Chairman of the Board of Supervisors

JUL 18 1979

25 ATTEST:
26 PETER MCNAMEE, CLERK

BY: Harold W. Bertholf
Deputy

Harold W. Bertholf
Harold W. Bertholf, Contractor

STATE OF CALIFORNIA
 STD. 2 (REV. 11/75)

APPROVED BY THE
ATTORNEY GENERAL

☒ CONTRACTOR
☐ STATE AGENCY
☐ DEPT. OF GEN. SER.
☐ CONTROLLER
☐
☐
☐
☐

FILED

ACKNOWLEDGMENTS

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D-0061-2

hereafter called the State, and

County of Yolo

NOV 2 - 1979

hereafter called the Contractor,

PETER McNAMEE, Clerk

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

WHEREAS, funds are made available to the State of California pursuant to Public Law 92-255, Section 409, as extended and reenacted by Public Law 94-237, and distributed to the State by Grant Award; and

WHEREAS, Contractor has complied with the State's request for proposal to establish a need to provide the necessary qualified personnel, materials and facilities required to provide an effective program of drug abuse services; and Micro Fished

WHEREAS, Contractor has been recommended for funding by the County Drug Abuse Coordinator and the County Advisory Committee on Drug Abuse;

THEREFORE, the parties agree to the following:

1. Contractor shall provide drug abuse services as described in Exhibit "A", entitled "Scope of Work", attached hereto and ~~incorporated by this reference.~~
2. Philip Walker, is designated as Contractor's Project Director. The State reserves the right to approve any substitute Director.

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA		CONTRACTOR	
AGENCY Department of Alcohol and Drug Abuse		CONTRACTOR (IF OTHER THAN AN INDIVIDUAL, STATE THE TYPE OF CORPORATION, PARTNERSHIP, ETC.) County of Yolo	
BY (AUTHORIZED SIGNATURE) 		BY (AUTHORIZED SIGNATURE) 	
TITLE Deputy Director		TITLE Chairman, Board of Supervisors	
ADDRESS P.O. Box 1098 Woodland, California 95695		ADDRESS P.O. Box 1098 Woodland, California 95695	

CONTINUED ON 4 SHEETS, EACH BEARING NAME OF CONTRACTOR:

Department of General Services

Use ONLY

FORM NO. 101-101-101-101-101

APPROVED

OCT 26 1979

Asst. Chief Counsel

AMOUNT ENCUMBERED		APPROPRIATION		FUND	
\$ 19,831		Local Assistance		General	
UNENCUMBERED BALANCE	ITEM	CHAPTER	STATUTES	FISCAL YEAR	
\$	254 (a)		1979	1979-80	
ADD: INCREASING ENCUMBRANCE		FUNCTION 409 Formula Grant; "Funding subject to approval of the Budget Act of 1979"			
ADD: DECREASING ENCUMBRANCE		LINE ITEM ALLOTMENT			
\$	320-04-601				

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

SIGNATURE OF ACCOUNTING OFFICER:

DATE: 8/14/79

I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1209 have been complied with and this document is exempt from review by the Department of Finance.

SIGNATURE OF OFFICER SIGNING ON BEHALF OF THE AGENCY: _____ DATE: _____

3. Howard Coblentz, Division of Drug Abuse is designated as the State's Project Coordinator. The State reserves the right to change the Project Coordinator during the term of this Agreement.
4. All reports, invoices or other communications shall be submitted to the Project Coordinator, Department of Alcohol and Drug Abuse, hereinafter referred to as ADA, 111 Capitol Mall, Sacramento, CA 95814.
5. All financial, statistical, personal, technical, and other data and information relating to human subjects in the course of this Agreement shall be protected by Contractor from unauthorized use and disclosure. The Contractor shall not, however, be required to keep confidential any data or information which is or becomes publicly available; is already rightfully in the Contractor's possession; is independently developed by Contractor outside the scope of this Agreement; or is rightfully obtained from a third party.
6. Additional Provisions, Exhibit "A(F)", is attached hereto and incorporated by this reference. Micro Fiched
7. The provisions of Exhibit A(F) notwithstanding, Contractor shall submit any subcontracts to the State for review and approval prior to implementation. Upon termination of any subcontract, the State shall be notified immediately.
8. Exhibit "B", entitled "Budget", is attached hereto and incorporated by this reference.
9. "Maintenance of Effort Requirements", Exhibit "D", is attached hereto and incorporated by this reference.
10. Contractor agrees that any and all travel and per diem paid its employees under this Agreement shall not exceed State Board of Control rates then in effect. No travel outside the State of California is authorized under this Agreement.
11. All reports, preliminary findings, or data assembled or compiled by Contractor under this Agreement become the property of the State. The State reserves the right to authorize others to use or reproduce such materials. Therefore, such materials may not be circulated outside the State in whole or in part, nor released to the public, without the direct authorization of the Director of ADA or an authorized designee.
12. The Project Director shall submit an initial written progress report to the Project Coordinator during the ninth week after the effective date of the contract and monthly thereafter during the balance of the contract period. The report shall include, but not be limited to, a description of activities performed during the reporting period; a description of any problems encountered in providing services; any pertinent facts or interim findings affecting this project; and a statement that the Contractor is or is not on schedule in implementing the provisions of this Agreement. If the latter is true, Contractor shall describe what steps will be taken to assure compliance with this Agreement.

13. The monthly progress report, Paragraph 12 herein, must be submitted with the monthly claim for reimbursement by the twentieth (20th) working day of each month. It is further understood that failure to comply with this provision may result in the State withholding payment to the Contractor.
14. Contractor shall submit a final, comprehensive, written report on the year's work and/or services. The report shall be submitted in duplicate and shall include a detailed description of the Project's achievements related to the objectives and services authorized during the agreement period; an evaluation of the quantity, quality, and impact of the work/services undertaken; and conclusions and findings resulting from the project and resulting Contractor recommendations. The final report shall be submitted with a final invoice within forty-five (45) days after the termination date hereof except as may be otherwise specified herein. The final report will be reviewed and approved by the Director of ADA or an authorized designee. It is further understood that failure to comply with this provision may result in ADA withholding payment to the Contractor.
15. This Agreement may be terminated by either party upon thirty (30) days written notice. If the State elects to terminate this Agreement, the State agrees to reimburse Contractor for all expenses and noncancelable obligations incurred prior to the date of said notice. Expenses and noncancelable obligations are those items specified in Exhibit "B", Budget, herein which the State shall deem appropriate and applicable and are within approved line item amounts and the total contract amount. If Contractor elects to terminate this Agreement, the Contractor agrees to reimburse the State for any and all nonconsumed items as of the date of said notice and specified in Exhibit "B", Budget, herein. Written notice of termination becomes effective on the date the notification is postmarked, or the date received by the Contractor or the State if not dispatched by mail.
16. Exhibit "C", entitled "prior to July 1, 1979 Language", is attached hereto and incorporated by this reference in recognition of both parties that the validity and effectiveness of this Agreement are conditioned upon the availability of funds for this purpose in the Budget Act of 1979. Further, it is understood that this Agreement is funded by federal funds made available to the State. The State may terminate this Agreement immediately whenever such federal funds are not or no longer made available to the State for purposes of carrying out the Federal 409 Formula Grant and the purposes of this Agreement.
17. In consideration of the above services when rendered to the satisfaction of the State, the State shall reimburse the Contractor no more frequently than monthly, in arrears, upon submission of an invoice in triplicate stating the contract number and time period covered, for actual expenditures incurred in accordance with the Budget, Exhibit "B", herein. The Contractor may make changes in any individual line item in the budget, provided that such changes in the aggregate as to any line item shall not exceed \$2,000.

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Individual line item means salary for each authorized position, fringe benefits, and expenses for each item listed within operating expenses and equipment. Contractor shall submit an explanation of the need for such excess with the claim for reimbursement and specifically identify the line item(s) to be reduced in order to increase the excess line item(s), and, provided further, that the State reserves the right to deny any such claim for any excess reimbursement on any line item. It is understood that in no event shall the maximum amount payable by the State to the Contractor under this Agreement exceed the maximum amount specified in Paragraph 24 herein.

18. It is mutually agreed upon by both parties that Contractor may request one formal amendment to this Agreement to adjust the budget. "Formal Amendment" means an adjustment to the Budget, Exhibit "B", herein, which exceeds \$2,000 of a line item referred to in Paragraph 17 herein. Said request shall be submitted by January 1, 1980 and include, but not limited to, a statement of the adjustment requested, a detailed description of why the adjustment is necessary and how the need for an adjustment came about, indicate the adverse effects of not approving the requested adjustment, and indicate other alternatives available. It is understood that a formal amendment requires all necessary reviews and approvals in advance of the effective date of such changes. Exceptions to the one budget amendment limitation will be considered on an individual basis and must be fully justified by the Contractor. The State also reserves the right to reject any other requests to amend this Contract for budget adjustments after January 1, 1980.

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19. Contractor shall submit to the Director of ADA, for approval, three copies of a plan for renewal no later than March 1, 1980. If said plan is submitted for continuation of existing 409 funded projects, Contractor shall submit (a) a written certification, from the officially designated County Drug Program Coordinator, that the specific project is still needed, (b) a written endorsement of the project by the County Advisory Committee on Drug Abuse, (c) an updated line item budget, and (d) an updated work scope detailing the specific services to be provided.
20. Contractor shall submit to the Director of ADA, for approval, three copies of a plan for renewal no later than March 1, 1980. If said plan proposes new or revised project services, Contractor shall submit (a) a "Statement of Need", describing the existing and anticipated need for drug abuse services, including a statement of efforts made to meet the need and the extent to which those efforts have not met the need; (b) a "Project Rationale" outlining the means by which the Contractor hopes to address the need(s); (c) a "Scope of Work" detailing the specifics of services to be provided; (d) any other supporting justification which would substantiate any changes of services; (e) a line item budget reflecting all costs for personal services, operating expenses, and equipment; (f) where subcontractors are proposed, a statement of why subcontracting is more cost effective than providing the services directly and a statement that the subcontractor has the capability to perform and the

Contractor the capability to adequately manage all subcontractors, (g) where applicable, a research protocol meeting the current standards of technical competence as required by the State and federal authorities; (h) a written certification, from the officially designated County Drug Program Coordinator, that the specific project is needed; and, (i) a written endorsement of the project by the County Advisory Committee on Drug Abuse.

21. It is understood that the contract renewal is subject to the availability of funds and all necessary reviews and approvals in advance of performance of any work or services beyond the termination date of this Agreement.
22. Contractor agrees to the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in all federally-assisted programs or activities, as detailed in regulations signed by the Secretary of Health, Education and Welfare, effective June 3, 1977, and found in the Federal Register, Volume 42, Number 86, dated May 4, 1977.
23. The period of this Agreement shall be from July 1, 1979 through June 30, 1980.
24. The total amount payable by the State to the Contractor under this Agreement shall not exceed \$ 19,831.00.

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SCOPE OF WORK

July 1, 1979 - June 30, 1980

Contractor shall provide one bilingual, bicultural counselor to provide and direct counseling services to drug abusers, their families and associates and:

- A. Communicate with Spanish-speaking people throughout Yolo County regarding drug abuse services and related services available to drug abusers and their families.
 - 1. The communication shall occur through, but not be limited to, newspaper articles, referrals from county agencies, and personal outreach efforts in the community.
- B. Provide direct counseling and community program liaison services primarily to at least one hundred and ten (110) Spanish-speaking persons involved in drug abuse-related problems.
 - 1. The services may be provided in the client's home, in the school, at a local social service agency or wherever it is most appropriate for the client.
 - 2. The amount of duration of counseling will depend upon individual circumstances, but a minimum of 614 visits to clients will be made by the counselor. Micro Fiched
- C. Provide leadership and consultation to fifty (50) community and ten (10) school organizations regarding drug abuse treatment services and counseling, (500 Public contacts, 200 school contacts).
- D. Be responsible for the product of twelve (12) presentations in Yolo County newspapers designed to increase public awareness of the services available to drug abusers and their families.
- E. Assist the County Drug Abuse Coordinator in improving linkages between existing drug abuse services and resources available to the Chicano communities in Yolo County.
- F. Consult with and train paraprofessional persons working with the Chicano communities in Yolo County.

STATE OF CALIFORNIA
Department of Alcohol and Drug Abuse
(DADA)
ADDITIONAL PROVISIONS

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of the Equal Opportunity clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice, to be provided by the agency Contracting Officer, advertising the labor union or workers' representative of the Contractor's commitments under this Equal Opportunity clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment. Micro Fiched
- (4) The Contractor will comply with all provisions of Federal Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- (6) In the event of the Contractor's noncompliance with the discrimination clause of this contract or with any of such Federal rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further State contracts in accordance with procedures authorized in Federal Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Federal Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the State may direct as a

means of enforcing such provisions including sanctions for noncompliance — provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the State, the Contractor may request in writing to the State, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

(8) Any reimbursement for necessary traveling expenses and per diem shall be at rates not to exceed those applicable to regular State employees under State Board of Control rules. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State.

(9) All equipment, material, supplies, or property of any kind purchased from funds advanced or reimbursed under the terms of this agreement and not fully consumed in the work described herein shall be the property of the State. At the time of purchase of equipment under the terms hereof the Contractor shall submit a list of such equipment in accordance with the instructions and format contained in the attached Exhibit A-1. Contractor shall at the request of the State, submit an inventory of equipment purchased under the terms of this contract or any predecessor contract for the same purpose. Such inventory will be required not more frequently than annually. At the close of the project covered by this agreement the Contractor shall provide a final inventory to the State and shall at that time query the State as to the disposition of said equipment. Final disposition of such equipment shall be in accordance with instructions from the State to be issued immediately after receipt of the final inventory and request for disposition instructions.

(10) Prior authorization in writing by the State will be required before the Contractor will be reimbursed for any purchase order or subcontract exceeding \$1,000 for any articles, supplies, equipment or services or for any fee, or other payment, for consultation of one hundred fifty dollars (\$150) or more per day. The Contractor must provide in its request for authorization all particulars necessary for evaluation of the necessity or desirability of incurring such cost, and as to the reasonableness of the price or cost. For purchase of any item exceeding such minimum dollar amount, three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified. The Contractor must include in a written agreement with the vendor, or the subcontractor the following clause:

Micro Fiched "Name of Vendor or Subcontractor) agrees to maintain and preserve, until three years after termination of (Contractor's name)'s agreement with the State of California, and to permit the State of California or any of its duly authorized representatives to have access to and to examine and audit any pertinent books, documents, papers and records of (Name of Vendor or Subcontractor) related to this (purchase order) or (subcontract)."

The terms "purchase order" and "subcontract" as used in this paragraph (10) only, excludes: (a) purchase orders not exceeding \$1,000; and (b) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

(11) All personnel employed by the Contractor under this contract shall meet the standards of training and experience required for comparable positions in State employment, as determined by the State. If the Contractor maintains a local merit or civil service system, then the personnel employed under the budget shall be subject thereto, providing such local system is generally comparable to standards with the State civil service system as determined by the State.

(12) Examination of Records

(a) The Contractor agrees to maintain books, records, documents, and other evidence pertaining to the costs and expenses of this contract (hereinafter collectively called the "records") to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies and services and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this contract.

(b) The Contractor agrees to make available at the office of the Contractor at all reasonable times during the period set forth in subparagraph (c) below any of the records for inspection, audit or reproduction by an authorized representative of the State.

(c) The Contractor shall preserve and make available his records (i) for a period of four years from the date of final payment under this contract, and (ii) for such longer period, if any, as is required by applicable statute, by any other clause of this contract, or by subparagraphs 1 or 2 below.

1. If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.

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2. Records which relate to (i) litigation or the settlement of claims arising out of the performance of this contract, or (ii) costs and expenses of this contract as to which exception has been taken by the State or any of its duly authorized representatives, shall be retained by the Contractor until disposition of such appeals, litigation, claims, or exceptions.

(d) Except for the records described in subparagraph (c) 2 above, the Contractor may in fulfillment of his obligation to retain the records as required by this clause substitute photographs, microphotographs, or other authentic reproductions of such records, after the expiration of two years following the last day of the month of reimbursement to the Contractor of the invoice or voucher to which such records relate, unless a shorter period is authorized by the State or its duly authorized representative.

(13) A final invoice and, if required by this contract, a final report shall be submitted by the contractor within 45 days after the termination date hereof except as may be otherwise specified herein. If a final report is required by this contract final payment hereon shall be withheld until after receipt by the State of an acceptable report.

(14) Any inventions made in the course of or under this contract shall be promptly and fully reported to the Chief Deputy Director, California State Department of Health. Patent applications shall not be filed on such inventions without the prior written consent of the aforementioned individual.

(15) Officials Not to Benefit

No member of or delegate to Congress or the State Legislature shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

(16) Covenant Against Contingent Fees

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting *bona fide* employees or *bona fide* established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the State shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

(17) Inspection

The State, through its authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed.

(18) Nondiscrimination in Services, Benefits, and Facilities

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The Contractor will not discriminate in the provision of services because of race, color, creed, national origin, sex, age, or physical or mental handicap in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d, rules and regulations promulgated pursuant thereto, or as otherwise provided by state and federal law. For the purpose of this contract, distinctions on the grounds of race, color, creed, or national origin include but are not limited to the following: denying a participant any service or benefit or availability of a facility; providing any service or benefit to a participant which is different, or is provided in a different manner or at a different time from that provided to other participants under this contract; subjecting a participant to segregation or separate treatment in any matter related to his receipt of any service; restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether he satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; the assignment of times or places for the provision of services on the basis of the race, color, creed, or national origin of the participants to be served. The Contractor will take affirmative action to ensure that intended beneficiaries are provided services without regard to race, color, creed, national origin, sex, age, or physical or mental handicap.

(19) Procedure for Complaint Process

The Contractor agrees that complaints alleging discrimination in the delivery of services by the contractor or his or her subcontractor because of race, color, national origin, creed, sex, age, or physical or mental handicap, will be resolved by the State through the DADA's Affirmative Action Complaint Process.

(20) Notice of Complaint Procedure

The Contractor shall, subject to the approval of the DADA, establish procedures under which recipients of service are informed of their rights to file a complaint alleging discrimination or a violation of their civil rights with the DADA.

(21) Only Applicable to Hospitals

The Contractor will not discriminate against the intended beneficiaries of funds monitored by the State because of race, color, creed, national origin, or sex, in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, rules and regulations promulgated pursuant thereto, or as otherwise provided by law. The Contractor will take affirmative action to ensure that intended beneficiaries are provided services without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: advertisement conspicuously displayed advising the public that emergency health services are available without regard to race, color, religion, sex, or national origin and without regard to ability to pay.

(22) Only Applicable to Hospitals Accepting Medi-Cal Patients

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The Contractor will not discriminate against the intended beneficiaries of funds monitored by the State because of race, color, religion, sex, or national origin in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, rules and regulations promulgated pursuant thereto, or as otherwise provided by law. The Contractor will take affirmative action to ensure that intended beneficiaries are provided services without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: advertising conspicuously displayed advising the public that Medi-Cal services are available to the public without regard to race, color, religion, sex, or national origin.

EXHIBIT NO. A 1
EXPENDABLE AND NON-EXPENDABLE EQUIPMENT
ACQUIRED UNDER CONTRACT

1. List each item of expendable and non-expendable equipment having a unit value of \$100.00 or more and a life expectancy of two years or more.

DATE: _____

CONTRACT NUMBER: _____

NAME OF CONTRACTOR: _____

CONTRACTOR'S PHONE #: _____

NAME OF CONTRACTOR'S
AUTHORIZED REPRESENTATIVE: _____CONTRACT EQUIPMENT ALLOTMENT
FROM BUDGET EXHIBIT: _____

PURCHASE ORDER OR DOCUMENT NO.	QUANTITY	DESCRIPTION (Including Mfg., Model, Type, Size and/or Capacity)	STATE I.D. TAG NO.	SERIAL NUMBER	COST PER UNIT	DATE RECEIVED
		Micro Fiched				

County of Yolo
Contract # D-0061-9

Exhibit B
Page 1 of 1

BUDGET

July 1, 1979 - June 30, 1980

	<u>Amount Requested</u>
Mental Health Counselor I (@ \$1,585.08 per month)	\$19,021.00
Mileage for Mental Health Counselor I (450 miles per month @ 15¢ per mile for 12 months)	<u>810.00</u>
	\$19,831.00

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STATE OF CALIFORNIA
DEPARTMENT OF ALCOHOL AND DRUG ABUSE
Prior to July 1, 1979 Language

- (1) It is mutually understood between the parties that this contract may have been written and executed prior to July 1, 1979 for the mutual benefit of both parties in order to avoid program and fiscal delays which could occur if the contract were executed after July 1, 1979.
- (2) This contract is valid and enforceable only if sufficient funds are made available by the Budget Act of 1979, for the fiscal year 1979-80 for the purposes of this program. In addition, this contract is subject to any additional restrictions, limitations or conditions enacted by the Legislature and contained in the Budget Bill or any statute enacted by the Legislature which may affect the provisions, terms or funding of this contract in any manner. Micro Fiched
- (3) It is mutually agreed that if the Budget Act of 1979 does not appropriate sufficient funds for the program, this contract shall be invalid and of no further force and effect. In this event the State shall have no liability to pay any funds whatsoever to the contractor, or to furnish any other considerations under this contract and the contractor shall not be obligated to perform any provisions of this contract.

MAINTENANCE OF EFFORT REQUIREMENTS

Federal law prohibits the replacement of non federal funds with federal funds appropriated pursuant to federal Public Law 92-255. Public Law 94-237 re-enacted and continued the provisions of Public Law 92-255. Accordingly Contractor will not, in any way whatsoever supplant, replace or substitute any non federal funds with federal funds made available pursuant to Public Law 92-255 Section 409 and/or 410.

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In every invoice or claim for reimbursement Contractor shall certify that no such supplantation, replacement, or substitution has occurred. Contractor shall establish and maintain such records and documentation as are necessary to verify Contractor's compliance with this section. Contractor assumes sole responsibility for compliance with these maintenance of effort provisions as required by Public Law 92-255 Section 409(e) (11) and Public Law 94-237, and saves the State harmless from any violation thereof.

Public Law 92-255 Section 409(e)(11) states that the Contractor shall:

"Provide reasonable assurance that federal funds made available under this section for any period will be so used as to supplement and increase, to the extent feasible and practical, the level of State, local and other non federal funds that would in the absence of such federal funds be made available for the programs described in this section, and will in no event supplant such State, local and other non federal funds."

STANDARD AGREEMENT

APPROVED BY THE
ATTORNEY GENERALYolo County
Agreement 79-286STATE OF CALIFORNIA
STD. 2 (REV. 11/75)
☐ CONTRACTOR
☐ STATE FUND
☐ COUNTY FUND
☐ COUNTY FUND
☐ COUNTY FUND
☐ COUNTY FUND

THIS AGREEMENT, made and entered into this 1st day of July, 1979,
in the State of California, by and between State of California, through its duly elected or appointed,
qualified and acting

 TITLE OF OFFICER ACTING FOR STATE
Deputy Director

 AGENCY
Department of Alcohol and Drug Abuse

 NUMBER
D-001-9

hereafter called the State, and

County of Yolo

hereafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.

WHEREAS, funds are made available to the State of California pursuant to Public Law 92-255, Section 409, as extended and reenacted by Public Law 94-237, and distributed to the State by Grant Award; and

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WHEREAS, Contractor has complied with the State's request for proposal to establish a need to provide the necessary qualified personnel, materials and facilities required to provide an effective program of drug abuse services; and

WHEREAS, Contractor has been recommended for funding by the County Drug Abuse Coordinator and the County Advisory Committee on Drug Abuse;

THEREFORE, the parties agree to the following:

- Contractor shall provide drug abuse services as described in Exhibit "A", entitled "Scope of Work", attached hereto and incorporated by this reference.
- Philip Walker, is designated as Contractor's Project Director. The State reserves the right to approve any substitute Director.

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA		CONTRACTOR	
AGENCY Department of Alcohol and Drug Abuse		CONTRACTOR (IF OTHER THAN AN INDIVIDUAL, STATE OR COUNTY) County of Yolo	
BY (AUTHORIZED SIGNATURE) [Signature]		BY (AUTHORIZED SIGNATURE) [Signature]	
TITLE Deputy Director		TITLE Chairman, Board of Supervisors	
		ADDRESS P.O. Box 1055 Woodland, California 95695	
(CONTINUED ON 4 SHEETS EACH BEARING NAME OF CONTRACTOR) Department of General Services Use ONLY			
AMOUNT ENCUMBERED \$ 19,631		APPROPRIATION Local Assistance	
UNENCUMBERED BALANCE \$		FUND General	
ADJ. INCREASING ENCUMBRANCE \$		ITEM 254 (a)	CHAPTER 1979
ADJ. DECREASING ENCUMBRANCE \$		STATUTES 1979	
		FISCAL YEAR 1979-80	
FUNCTION 409 Formula Grant; "Funding subject to approval of the Budget Act of 1979"			
LINE ITEM ALLOTMENT 320-04-601			
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	
SIGNATURE OF ACCOUNTING OFFICER [Signature]		B.R. NO.	
		DATE	
I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1209 have been complied with and this document is exempt from review by the Department of Finance.			
SIGNATURE OF OFFICER SIGNING ON BEHALF OF THE AGENCY [Signature]		DATE	

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.

2. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

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3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.

5. Time is the essence of this agreement.

6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

3. Howard Coblentz, Division of Drug Abuse is designated as the State's Project Coordinator. The State reserves the right to change the Project Coordinator during the term of this Agreement.
4. All reports, invoices or other communications shall be submitted to the Project Coordinator, Department of Alcohol and Drug Abuse, hereinafter referred to as ADM, 111 Capitol Mall, Sacramento, CA 95814. Micro Fiched
5. All financial, statistical, personal, technical, and other data and information relating to human subjects in the course of this Agreement shall be protected by Contractor from unauthorized use and disclosure. The Contractor shall not, however, be required to keep confidential any data or information which is or becomes publicly available; is already rightfully in the Contractor's possession; is independently developed by Contractor outside the scope of this Agreement; or is rightfully obtained from a third party.
6. Additional Provisions, Exhibit "A(P)", is attached hereto and incorporated by this reference.
7. The provisions of Exhibit A(P) notwithstanding, Contractor shall submit any subcontracts to the State for review and approval prior to implementation. Upon termination of any subcontract, the State shall be notified immediately.
8. Exhibit "B", entitled "Budget", is attached hereto and incorporated by this reference.
9. "Maintenance of Effort Requirements", Exhibit "D", is attached hereto and incorporated by this reference.
10. Contractor agrees that any and all travel and per diem paid its employees under this Agreement shall not exceed State Board of Control rates then in effect. No travel outside the State of California is authorized under this Agreement.
11. All reports, preliminary findings, or data assembled or compiled by Contractor under this Agreement become the property of the State. The State reserves the right to authorize others to use or reproduce such materials. Therefore, such materials may not be circulated outside the State in whole or in part, nor released to the public, without the direct authorization of the Director of ADM or an authorized designee.
12. The Project Director shall submit an initial written progress report to the Project Coordinator during the ninth week after the effective date of the contract and monthly thereafter during the balance of the contract period. The report shall include, but not be limited to, a description of activities performed during the reporting period; a description of any problems encountered in providing services; any pertinent facts or interim findings affecting this project; and a statement that the Contractor is or is not on schedule in implementing the provisions of this Agreement. If the latter is true, Contractor shall describe what steps will be taken to assure compliance with this Agreement.

13. The monthly progress report, Paragraph 12 herein, must be submitted with the monthly claim for reimbursement by the twentieth (20th) working day of each month. It is further understood that failure to comply with this provision may result in the State withholding payment to the Contractor. Micro Fiched
14. Contractor shall submit a final, comprehensive, written report on the year's work and/or services. The report shall be submitted in duplicate and shall include a detailed description of the Project's achievements related to the objectives and services authorized during the agreement period; an evaluation of the quantity, quality, and impact of the work/services undertaken; and conclusions and findings resulting from the project and resulting Contractor recommendations. The final report shall be submitted with a final invoice within forty-five (45) days after the termination date hereof except as may be otherwise specified herein. The final report will be reviewed and approved by the Director of AIA or an authorized designee. It is further understood that failure to comply with this provision may result in AIA withholding payment to the Contractor.
15. This Agreement may be terminated by either party upon thirty (30) days written notice. If the State elects to terminate this Agreement, the State agrees to reimburse Contractor for all expenses and noncancelable obligations incurred prior to the date of said notice. Expenses and noncancelable obligations are those items specified in Exhibit "B", Budget, herein which the State shall deem appropriate and applicable and are within approved line item amounts and the total contract amount. If Contractor elects to terminate this Agreement, the Contractor agrees to reimburse the State for any and all nonconsumed items as of the date of said notice and specified in Exhibit "B", Budget, herein. Written notice of termination becomes effective on the date the notification is postmarked, or the date received by the Contractor or the State if not dispatched by mail.
16. Exhibit "C", entitled "prior to July 1, 1979 Language", is attached hereto and incorporated by this reference in recognition of both parties that the validity and effectiveness of this Agreement are conditioned upon the availability of funds for this purpose in the Budget Act of 1979. Further, it is understood that this Agreement is funded by federal funds made available to the State. The State may terminate this Agreement immediately whenever such federal funds are not or no longer made available to the State for purposes of carrying out the Federal 409 Formula Grant and the purposes of this Agreement.
17. In consideration of the above services when rendered to the satisfaction of the State, the State shall reimburse the Contractor no more frequently than monthly, in arrears, upon submission of an invoice in triplicate stating the contract number and time period covered, for actual expenditures incurred in accordance with the Budget, Exhibit "B", herein. The Contractor may make changes in any individual line item in the budget, provided that such changes in the aggregate as to any line item shall not exceed \$2,000.

Individual line item must salary for each authorized position, fringe benefits, and expenses for each item listed within operating expenses and equipment. Contractor shall submit an explanation of the need for such excess with the claim for reimbursement and specifically identify the line item(s) to be reduced in order to increase the excess line item(s), and, provided further, that the State reserves the right to deny any such claim for any excess reimbursement on any line item. It is understood that in no event shall the maximum amount payable by the State to the Contractor under this Agreement exceed the maximum amount specified in Paragraph 24 herein.

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18. It is mutually agreed upon by both parties that Contractor may request one formal amendment to this Agreement to adjust the budget. "Formal Amendment" means an adjustment to the Budget, Exhibit "A", herein, which exceeds \$2,000 of a line item referred to in Paragraph 17 herein. Said request shall be submitted by January 1, 1980 and include, but not limited to, a statement of the adjustment requested, a detailed description of why the adjustment is necessary and how the need for an adjustment came about, indicate the adverse effects of not approving the requested adjustment, and indicate other alternatives available. It is understood that a formal amendment requires all necessary reviews and approvals in advance of the effective date of such changes. Exceptions to the one budget amendment limitation will be considered on an individual basis and must be fully justified by the Contractor. The State also reserves the right to reject any other requests to amend this Contract for budget adjustments after January 1, 1980.
19. Contractor shall submit to the Director of ADM, for approval, three copies of a plan for renewal no later than March 1, 1980. If said plan is submitted for continuation of existing 409 funded projects, Contractor shall submit (a) a written certification, from the officially designated County Drug Program Coordinator, that the specific project is still needed, (b) a written endorsement of the project by the County Advisory Committee on Drug Abuse, (c) an updated line item budget, and (d) an updated work scope detailing the specific services to be provided.
20. Contractor shall submit to the Director of ADM, for approval, three copies of a plan for renewal no later than March 1, 1980. If said plan proposes new or revised project services, Contractor shall submit (a) a "Statement of Need", describing the existing and anticipated need for drug abuse services, including a statement of efforts made to meet the need and the extent to which those efforts have not met the need; (b) a "Project Rationale" outlining the means by which the Contractor hopes to address the need(s); (c) a "Scope of Work" detailing the specifics of services to be provided; (d) any other supporting justification which would substantiate any changes of services; (e) a line item budget reflecting all costs for personal services, operating expenses, and equipment; (f) where subcontractors are proposed, a statement of why subcontracting is more cost effective than providing the services directly and a statement that the subcontractor has the capability to perform and the

Contractor the capability to adequately manage all subcontractors, (g) where applicable, a research protocol meeting the current standards of technical competence as required by the State and federal authorities; (h) a written certification, from the officially designated County Drug Program Coordinator, that the specific project is needed; and, (i) a written endorsement of the project by the County Advisory Committee on Drug Abuse.

21. It is understood that the contract renewal is subject to the availability of funds and all necessary reviews and approvals in advance of performance of any work or services beyond the termination date of this Agreement.
22. Contractor agrees to the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in all federally-assisted programs or activities, as detailed in regulations signed by the Secretary of Health, Education and Welfare, effective June 3, 1977, and found in the Federal Register, Volume 42, Number 86, dated May 4, 1977.
23. The period of this Agreement shall be from July 1, 1979 through June 30, 1980.
24. The total amount payable by the State to the Contractor under this Agreement shall not exceed \$ 19,831.00.

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SCOPE OF WORK

July 1, 1979 - June 30, 1980

Contractor shall provide one bilingual, bicultural counselor to provide and direct counseling services to drug abusers, their families and associates and:

- A. Communicate with Spanish-speaking people throughout Yolo County regarding drug abuse services and related services available to drug abusers and their families.
1. The communication shall occur through, but not be limited to, newspaper articles, referrals from county agencies, and personal outreach efforts in the community.
- B. Provide direct counseling and community program liaison services primarily to at least one hundred and ten (110) Spanish-speaking persons involved in drug abuse-related problems.
1. The services may be provided in the client's home, in the school, at a local social service agency or wherever it is most appropriate for the client.
2. The amount of duration of counseling will depend upon individual circumstances, but a minimum of 614 visits to clients will be made by the counselor.
- C. Provide leadership and consultation to fifty (50) community and ten (10) school organizations regarding drug abuse treatment services and counseling, (500 Public contacts, 200 school contacts).
- D. Be responsible for the product of twelve (12) presentations in Yolo County newspapers designed to increase public awareness of the services available to drug abusers and their families.
- E. Assist the County Drug Abuse Coordinator in improving linkages between existing drug abuse services and resources available to the Chicano communities in Yolo County.
- F. Consult with and train paraprofessional persons working with the Chicano communities in Yolo County.

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STATE OF CALIFORNIA
Department of Alcohol and Drug Abuse
(DADA)
ADDITIONAL PROVISIONS

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of the Equal Opportunity clause. Micro Fiched
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice, to be provided by the agency Contracting Officer, advertising the labor union or workers' representative of the Contractor's commitments under this Equal Opportunity clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will comply with all provisions of Federal Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- (6) In the event of the Contractor's noncompliance with the discrimination clause of this contract or with any of such Federal rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further State contracts in accordance with procedures authorized in Federal Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Federal Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the State may direct as a

means of enforcing such provisions including sanctions for noncompliance — provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the State, the Contractor may request in writing to the State, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

(8) Any reimbursement for necessary traveling expenses and per diem shall be at rates not to exceed those applicable to regular State employees under State Board of Control rules. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State.

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(9) All equipment, material, supplies, or property of any kind purchased from funds advanced or reimbursed under the terms of this agreement and not fully consumed in the work described herein shall be the property of the State. At the time of purchase of equipment under the terms hereof the Contractor shall submit a list of such equipment in accordance with the instructions and format contained in the attached Exhibit A-1. Contractor shall at the request of the State, submit an inventory of equipment purchased under the terms of this contract or any predecessor contract for the same purpose. Such inventory will be required not more frequently than annually. At the close of the project covered by this agreement the Contractor shall provide a final inventory to the State and shall at that time query the State as to the disposition of said equipment. Final disposition of such equipment shall be in accordance with instructions from the State to be issued immediately after receipt of the final inventory and request for disposition instructions.

(10) Prior authorization in writing by the State will be required before the Contractor will be reimbursed for any purchase order or subcontract exceeding \$1,000 for any articles, supplies, equipment or services or for any fee, or other payment, for consultation of one hundred fifty dollars (\$150) or more per day. The Contractor must provide in its request for authorization all particulars necessary for evaluation of the necessity or desirability of incurring such cost, and as to the reasonableness of the price or cost. For purchase of any item exceeding such minimum dollar amount, three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified. The Contractor must include in a written agreement with the vendor, or the subcontractor the following clause:

"Name of Vendor or Subcontractor" agrees to maintain and preserve, until three years after termination of (Contractor's name)'s agreement with the State of California, and to permit the State of California or any of its duly authorized representatives to have access to and to examine and audit any pertinent books, documents, papers and records of (Name of Vendor or Subcontractor) related to this (purchase order) or (subcontract)."

The terms "purchase order" and "subcontract" as used in this paragraph (10) only, excludes: (a) purchase orders not exceeding \$1,000; and (b) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

(11) All personnel employed by the Contractor under this contract shall meet the standards of training and experience required for comparable positions in State employment, as determined by the State. If the Contractor maintains a local merit or civil service system, then the personnel employed under the budget shall be subject thereto, providing such local system is generally comparable to standards with the State civil service system as determined by the State.

(12) Examination of Records

(a) The Contractor agrees to maintain books, records, documents, and other evidence pertaining to the costs and expenses of this contract (hereinafter collectively called the "records") to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies and services and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this contract.

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(b) The Contractor agrees to make available at the office of the Contractor at all reasonable times during the period set forth in subparagraph (c) below any of the records for inspection, audit or reproduction by an authorized representative of the State.

(c) The Contractor shall preserve and make available his records (i) for a period of four years from the date of final payment under this contract, and (ii) for such longer period, if any, as is required by applicable statute, by any other clause of this contract, or by subparagraphs 1 or 2 below.

1. If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.

2. Records which relate to (i) litigation or the settlement of claims arising out of the performance of this contract, or (ii) costs and expenses of this contract as to which exception has been taken by the State or any of its duly authorized representatives, shall be retained by the Contractor until disposition of such appeals, litigation, claims, or exceptions.

(d) Except for the records described in subparagraph (c) 2 above, the Contractor may in fulfillment of his obligation to retain the records as required by this clause substitute photographs, microphotographs, or other authentic reproductions of such records, after the expiration of two years following the last day of the month of reimbursement to the Contractor of the invoice or voucher to which such records relate, unless a shorter period is authorized by the State or its duly authorized representative.

(13) A final invoice and, if required by this contract, a final report shall be submitted by the contractor within 45 days after the termination date hereof except as may be otherwise specified herein. If a final report is required by this contract final payment hereon shall be withheld until after receipt by the State of an acceptable report.

(14) Any inventions made in the course of or under this contract shall be promptly and fully reported to the Chief Deputy Director, California State Department of Health. Patent applications shall not be filed on such inventions without the prior written consent of the aforementioned individual.

(15) Officials Not to Benefit

No member of or delegate to Congress or the State Legislature shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

(16) Covenant Against Contingent Fees

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting *bona fide* employees or *bona fide* established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the State shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

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(17) Inspection

The State, through its authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed.

(18) Nondiscrimination in Services, Benefits, and Facilities

The Contractor will not discriminate in the provision of services because of race, color, creed, national origin, sex, age, or physical or mental handicap in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d, rules and regulations promulgated pursuant thereto, or as otherwise provided by state and federal law. For the purpose of this contract, distinctions on the grounds of race, color, creed, or national origin include but are not limited to the following: denying a participant any service or benefit or availability of a facility; providing any service or benefit to a participant which is different, or is provided in a different manner or at a different time from that provided to other participants under this contract; subjecting a participant to segregation or separate treatment in any matter related to his receipt of any service; restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether he satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; the assignment of times or places for the provision of services on the basis of the race, color, creed, or national origin of the participants to be served. The Contractor will take affirmative action to ensure that intended beneficiaries are provided services without regard to race, color, creed, national origin, sex, age, or physical or mental handicap.

(19) Procedure for Complaint Process

The Contractor agrees that complaints alleging discrimination in the delivery of services by the contractor or his or her subcontractor because of race, color, national origin, creed, sex, age, or physical or mental handicap, will be resolved by the State through the DADA's Affirmative Action Complaint Process.

(20) Notice of Complaint Procedure

The Contractor shall, subject to the approval of the DADA, establish procedures under which recipients of service are informed of their rights to file a complaint alleging discrimination or a violation of their civil rights with the DADA.

(21) Only Applicable to Hospitals

The Contractor will not discriminate against the intended beneficiaries of funds monitored by the State because of race, color, creed, national origin, or sex, in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, rules and regulations promulgated pursuant thereto, or as otherwise provided by law. The Contractor will take affirmative action to ensure that intended beneficiaries are provided services without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: advertisement conspicuously displayed advising the public that emergency health services are available without regard to race, color, religion, sex, or national origin and without regard to ability to pay.

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(22) Only Applicable to Hospitals Accepting Medi-Cal Patients

The Contractor will not discriminate against the intended beneficiaries of funds monitored by the State because of race, color, religion, sex, or national origin in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, rules and regulations promulgated pursuant thereto, or as otherwise provided by law. The Contractor will take affirmative action to ensure that intended beneficiaries are provided services without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: advertising conspicuously displayed advising the public that Medi-Cal services are available to the public without regard to race, color, religion, sex, or national origin.

EXHIBIT NO. A 1
EXPENDABLE AND NON-EXPENDABLE EQUIPMENT
ACQUIRED UNDER CONTRACT

1. List each item of expendable and non-expendable equipment having a unit value of \$100.00 or more and a life expectancy of two years or more.

NAME OF CONTRACTOR'S
AUTHORIZED REPRESENTATIVE: _____

DATE: _____

CONTRACT NUMBER: _____

NAME OF CONTRACTOR: _____

CONTRACTOR'S PHONE #: _____

CONTRACT EQUIPMENT ALLOTMENT
FROM BUDGET EXHIBIT: _____

PURCHASE ORDER OR DOCUMENT NO.	QUANTITY	DESCRIPTION (Including Mfg., Model, Type, Size and/or Capacity)	STATE I.D. TAG NO.	SERIAL NUMBER	COST PER UNIT	DATE RECEIVED
				Micro Fiched		

INSTRUCTIONS

Please complete this report in duplicate, return the original to the Department of Alcohol and Drug Abuse (ADA), 111 Capitol Mall, Sacramento, CA 95814, Attention: Office Services Unit. The duplicate should be retained by you for your records. For information - Telephone (916) 323-2075.

Micro Fiched

Upon receipt of the report listing non-expendable equipment that has been acquired, the Department of ADA will forward to you identification decals which are to be affixed to the equipment by you or your staff.

IDENTIFICATION OF NON-EXPENDABLE EQUIPMENT

Within practical limits all equipment to be identified will be tagged as follows:

Tables, desks, and
similar articles

Place tag on upper left-hand corner of the front of the left leg or pedestal just under the top.

Chairs

Place tag at center of the rear edge of the seat.

One piece files
or cabinets

Place tag on the upper left-hand corner of the front of the frame.

Upholstered furniture

Place tag on the side of an exposed leg.

All items will have tags so placed as to be in plain sight and easily read. Manufacturer's marks will be left intact.

County of Yolo
Contract # D-0061-9

Exhibit B
Page 1 of 1

BUDGET

July 1, 1979 - June 30, 1980

	<u>Amount Requested</u>	
Mental Health Counselor I (@ \$1,585.08 per month)	\$19,021.00	
Mileage for Mental Health Counselor I (450 miles per month @ 15¢ per mile for 12 months)	<u>810.00</u>	Micro Fiched
	\$19,831.00	

STATE OF CALIFORNIA
DEPARTMENT OF ALCOHOL AND DRUG ABUSE
Prior to July 1, 1979 Language

- (1) It is mutually understood between the parties that this contract may have been written and executed prior to July 1, 1979 for the mutual benefit of both parties in order to avoid program and fiscal delays which could occur if the contract were executed after July 1, 1979. Micro Fiched
- (2) This contract is valid and enforceable only if sufficient funds are made available by the Budget Act of 1979, for the fiscal year 1979-80 for the purposes of this program. In addition, this contract is subject to any additional restrictions, limitations or conditions enacted by the Legislature and contained in the Budget Bill or any statute enacted by the Legislature which may affect the provisions, terms or funding of this contract in any manner.
- (3) It is mutually agreed that if the Budget Act of 1979 does not appropriate sufficient funds for the program, this contract shall be invalid and of no further force and effect. In this event the State shall have no liability to pay any funds whatsoever to the contractor, or to furnish any other considerations under this contract and the contractor shall not be obligated to perform any provisions of this contract.

MAINTENANCE OF EFFORT REQUIREMENTS

Federal law prohibits the replacement of non federal funds with federal funds appropriated pursuant to federal Public Law 92-255. Public Law 94-237 re-enacted and continued the provisions of Public Law 92-255. Accordingly Contractor will not, in any way whatsoever supplant, replace or substitute any non federal funds with federal funds made available pursuant to Public Law 92-255 Section 409 and/or 410.

Micro Fiched

In every invoice or claim for reimbursement Contractor shall certify that no such supplantation, replacement, or substitution has occurred. Contractor shall establish and maintain such records and documentation as are necessary to verify Contractor's compliance with this section. Contractor assumes sole responsibility for compliance with these maintenance of effort provisions as required by Public Law 92-255 Section 409(e) (11) and Public Law 94-237, and saves the State harmless from any violation thereof.

Public Law 92-255 Section 409(e)(11) states that the Contractor shall:

"Provide reasonable assurance that federal funds made available under this section for any period will be so used as to supplement and increase, to the extent feasible and practical, the level of State, local and other non federal funds that would in the absence of such federal funds be made available for the programs described in this section, and will in no event supplant such State, local and other non federal funds."

bk
Yolo County
Agreement No. 79-287

AGREEMENT 83 TO TRANSFER AGREEMENT NO. 03

RECEIVED JUL 5 1979

between the Sacramento-Yolo Employment and
Training Agency and the Yolo County Employment
and Training Agency

The Sacramento-Yolo Employment and Training Agency and the Yolo
County Employment and Training Agency agree to amend Transfer Agreement Micro Fiched
No. 03, as follows:

Exhibit A of the Agreement is hereby amended to read:

"Exhibit A consists of the following:

Inventory List Number 5, Page 1, 28 line items
Page 2, 34 line items
Page 3, 04 line items
Page 4, 04 line items
Page 5, 13 line items
Page 6, 10 line items
Page 7, 26 line items"

JUL 18 1979

PETER McNAMARA, Clerk

By DEPUTY

SACRAMENTO-YOLO EMPLOYMENT AND TRAINING
AGENCY, A Joint Powers Agency

DATED: 6/24/79

BY: David S. Rowland
Chairman of the Board

YOLO COUNTY EMPLOYMENT AND TRAINING
AGENCY, A political subdivision of
the State of California

DATED: JUL 18 1979

BY: Bobby C. Marshall
Chairperson of the Board of Supervisors

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL

By [Signature]
COUNTY COUNSEL

SYATA

PROPERTY INVENTORY FORM

ITEM	TAG #	ITEM	TAG #
✓ 1. Chair, swivel with arms	100423	11.	
✓ 2. Chair, swivel with arms	108562	12.	
✓ 3. File cabinet, 2 drawer	102475	13.	
✓ 4. File cabinet, 2 drawer	108466	14.	
✓ 5. File cabinet, 3 drawer	100218	15.	
✓ 6. Desk, steel, large	100236	16.	
7. Desk, steel, standard	108576	17.	
8. Table, special purpose work	119051	18.	
✓ 9. Table, special purpose work	119049	19.	
✓ 10. Table, folding	110462	20.	
11. Table, folding	110467	21.	
12. Table, folding	100421	22.	
13. Cart	115782	23.	
14. Typing table	108606	24.	
15. Lamp, desk	109417	25.	
16. Pencil sharpener, electric	115781	26.	
17. Calculator, print, Tiktrom	108772	27.	
18. Postage scale	100420	28.	
19. Tape recorder, Sony	100391	29.	
20. Microphone	100407	30.	
21. Microphone	100408	31.	
22. Microphone	115666	32.	
23. Microphone	115667	33.	
24. Carrying Case	Untagged	34.	
✓ 25. Suspense file, 4 drawer	100491	35.	
✓ 26. Locking cabinet, 2 door	Untagged	36.	
27.		37.	
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34.		44.	

Micro Fished

YOLO COUNTY

assume total responsibility for the property listed

above.

As of July 1, 1979

John Henderson
 SYATA Staff

Erwin R. Lipe
 Receiver of the Property

Wendy Carr
 Witness

03-5-7

RECEIVED

JUN 9 - 1979

YOLO COUNTY
DEPT.
OF PUBLIC WORKS

ARCHITECT/ENGINEER AGREEMENT

FILED

AUG - 8 1979

PETER McNAMEE, Clerk
By R. J. [Signature]
Deputy

AGREEMENT NO. 79-288

DEPARTMENT: PROBATION

PROJECT: BUILDING REMODEL AND REHABILITATION FOR THE YOLO COUNTY
PROBATION DEPARTMENT.

WORK ORDER NO.: 1547

FILE NO.: 160.07-H

THIS AGREEMENT made and entered into this 17th day of
July, 1979, by and between the County of Yolo, a
political subdivision in the State of California hereinafter
referred to as "County" and KENT BURROW, ARCHITECT

Micro Fiched

licensed Architects/Engineers in the State of California,
hereinafter called "Consultant";

W I T N E S S E T H :

WHEREAS, County intends to ~~REMODEL AND REHABILITATE~~
THE EXISTING GEORGE ZANE JUVENILE DETENTION FACILITY AT 218 WEST BEAMER STREET
(Brief project description and location)
WOODLAND, CALIFORNIA, FOR THE YOLO COUNTY PROBATION DEPARTMENT ADMINISTRATIVE
OFFICES. SCOPE OF THE WORK IS ITEMIZED AND ATTACHED HERETO AS "EXHIBIT B".

and

WHEREAS, it is necessary that Consultant services be obtained
for the preparation of plans, estimates, specifications, and
reports for such work and for related or incidental work thereto;

NOW, THEREFORE, the County and the Consultant agree as follows:

I GENERAL:

County employee's Consultant to advise the Board of
Supervisors of the County and its Officers and Agents in regard
to the said project and perform professional services as herein-
after provided in this agreement with respect to the proposed project.

1 II BASIC SERVICES:

2 Consultant shall furnish and perform, in a manner satisfactory
3 to County, the following professional services required for the
4 design and construction of the project, said services being more
5 particularly described as follows:

6 A. The Preliminary Phase -- This phase of project
7 development establishes the general size and scope of the
8 project, and its location on the site. The basic services
9 shall include the following:

Micro Fiched

- 10 (1) Conferences with the County to review its wishes
11 and requirements; inspection of the site; review
12 of available material assembled by the County; and
13 discussion of scheduling. Conferences also may be
14 held with various approving and regulatory agencies,
15 and with those utility companies affected;
- 16 (2) Planning for and assisting the County in procuring
17 the necessary reconnaissance surveys and other field
18 investigations;
- 19 (3) Preparation of preliminary studies and designs.
20 These will be submitted for review and approval
21 by the County and other required approving agencies;
- 22 (4) Preparation of preliminary layouts, sketches,
23 outline specifications and reports, where applicable,
24 and specific recommendations;
- 25 (5) Preparation of preliminary cost estimates of the
26 project; and
- 27 (6) Other N/A

1 B. The Design Phase -- This phase of project development is
2 undertaken only after approval by the County of the
3 preliminary design, report, and estimate. The basic services
4 shall include:

- 5 (1) Detailed conferences with the County and approval
6 of regulatory authorities.
- 7 (2) Planning for and assisting the County in procuring
8 the necessary field information for design. Micro Fiched
- 9 (3) Furnishing data, where necessary, for application
10 for regulatory permits required by local, state,
11 or federal authorities.
- 12 (4) Preparation of detailed contract drawings, in pencil.
- 13 (5) Preparation of specifications, contract documents,
14 and estimates;
- 15 (6) Furnish to the County FOUR (4) preliminary
16 copies of drawings, specifications, and other drawings
17 for final review by the County and approving
18 authorities.
- 19 (7) Furnish to the County the original tracings and
20 TEN (10) copies of final working drawings,
21 details, plans and specifications for bidding
22 purposes. All plans shall be on 24" x 36" sheets
23 and all specifications shall be 8½" x 11" unless
24 otherwise approved by the County.
- 25 (8) Furnish to the County an adjusted estimate based on
26 final plans and specifications.
- 27 (9) Assist the County in interpreting the plans and
28 specifications during the bidding process, assist
29 the County in the preparation of addenda to the
30 plans and specifications that may be required, and
31 advise the County concerning acceptance or rejection
32 of bids for the project.

1 (10) Other: N/A

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7 C. The Construction Phase -- This phase is undertaken after
8 the award of the contract by the County. The basic services
9 shall include:

- 10 (1) Consultation and advice to the County during Micro Fished
11 construction;
12 (2) Preparation of elementary sketches and supplementary
13 sketches required to resolve actual field conditions
14 encountered;
15 (3) Checking detailed construction drawings and shop and
16 erection drawings submitted by contractors for
17 compliance with design concept;
18 (4) Reviewing laboratory, shop, and mill test reports
19 of materials and equipment;
20 (5) Making periodic visits to the site to familiarize
21 himself generally with the progress and quality of
22 the work and to determine in general if the work
23 is proceeding in accordance with the Contract
24 Documents. On the basis of his on-site observations
25 as a Consultant he shall endeavor to guard the County
26 against defects and deficiencies in the work of the
27 Contractor by providing technical assistance to the
28 County's inspector. The Consultant shall not be
29 required to make exhaustive or continuous on-site
30 inspections to check the quality or quantity of the
31 work. The Consultant shall not be responsible for
32 construction means, methods, techniques, sequences or

1 procedures, or for safety precautions and programs
2 in connection with the work.

3 (6) Upon request of the County, the Consultant shall
4 review proposed contract change orders, and advise
5 the County as to the appropriateness, intent and
6 compliance with the Contract Documents. Micro Fiched

7 (7) Observe initial operation of the project, or of
8 performance tests required by specifications; and

9 (8) Make a final inspection and report on the completed
10 project, including review of written guarantees and
11 related documents assembled by the Contractor, and
12 furnish the County a written notice that the project
13 is completed in accordance with plans and specifications.

14 (9) During all warranty or guaranty periods relating to
15 design prepared under this agreement, the Consultant
16 shall, when requested, assist the County in obtaining
17 necessary compliance with the terms of said warranties
18 or guaranties.

19 (10) At the completion of the project and before final
20 payment is made to the Consultant, he shall correct
21 the original tracings of the project
22 so as to incorporate therein all changes made, it
23 being the intent of County and Consultant that said
24 tracings adequately and accurately reflect the
25 "as-built" conditions of the project. County shall
26 provide Consultant with all necessary information
27 so that Consultant may prepare a set of plans and
28 specifications with all corrections, showing the
29 project as finally constructed. After the original
30 tracings and specifications have been so corrected,
31 they shall be delivered to County and shall become
32 County's property.

1 (11) Other: N/A

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7 III EXTRA SERVICES:

8 A. The following services, insofar as they cause the Micro Fished
9 Consultant extra expense, and if authorized in writing by the
10 County, shall be paid for by the County as provided in Article VI-B.

11 (1) Revisions of previously approved plans and/or
12 specifications which incur cost to Consultant and which
13 are the result of action by County.

14 (2) Preparation of alternate bids.

15 (3) Making planning surveys, topographic surveys, site
16 surveys, feasibility studies, and special analyses
17 of County's needs to clarify requirements for
18 project programming.

19 (4) Supervision of repair of damage to the structure
20 when so directed by the County.

21 (5) The selection by the Consultant at the County's
22 request of movable furniture, equipment, or
23 articles which are not included in the construction
24 contract.

25 (6) Additional services caused by the delinquency or
26 insolvency of the contractor, when so directed by
27 the County.

28 (7) The preparation of measured drawings of existing
29 structures and facilities as authorized by the
30 County.

31 (8) Substantial changes in the Project's scope shall
32 provide sufficient basis for renegotiation of

Consultant's fee. Unsubstantial changes in scope as determined by County shall be compensated for as Extra Services.

IV REIMBURSABLE EXPENSE

A. Includes actual expenditures made by Consultant in the interest of the Project for the following incidental expenses when approved in advance by County:

- (1) Fees of special consultants.
- (2) Complete field surveys required for design and construction, for final measurements and for acquisition of lands and easements.
- (3) Complete survey and office computations needed for horizontal and vertical control.
- (4) Complete soils investigation including test borings, related analysis and recommendations necessary for the design and construction of the project.

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V CONSULTANT'S FEE, SERVICES & EXPENSES

A. For "basic services" as described in Article II, the fee shall be a sum equal to AND BASED ON THE ARCHITECT RATE SCHEDULE
"EXHIBIT A" ATTACHED HERETO PLUS EXPENSES, WITH A MAXIMUM SUM NOT TO EXCEED

~~\$12,000.00.~~ \$15,100.00 *13411*

B. For "extra services" as described in Article III, the fee shall be a sum computed in accordance with the Rate Schedule attached hereto as "Exhibit A" (and by reference made a part hereof); PROVIDED HOWEVER, that said schedule attached hereto as "Exhibit A" may be revised during the term of this agreement upon the written request of either party hereto. In the event of any such request, the parties shall negotiate for a revision of the Rate Schedule based upon the prevailing hourly rates for Consultant services in the area at the time of such revision. In the event

1 the parties are unable to agree upon a revised schedule the rate
2 then in effect shall continue, but either party may terminate
3 this agreement by giving the other party written notice thereof,
4 and Consultant shall, in the event of any such termination, be
5 entitled to receive the compensation provided for in Article VII.

6 C. For authorized "reimbursible expenses", a sum equal to
7 the actual cost to Consultant of services described in Article IV,
8 as evidenced by statements for specialized services by the
9 subcontractor and approved by the County. Micro Fched

10 VI METHOD OF PAYMENT:

11 A. The compensation provided for in Article V-A shall be
12 paid to Consultant upon the following basis:

- 13 (1) Twenty percent (20%) of the fee shall be paid to
14 Consultant after completion of the "preliminary
15 phase" upon receipt of appropriate statements and
16 approved by the County.
- 17 (2) In the event of the award of a construction
18 contract by County for the proposed project, the
19 County shall pay to Consultant a sum equal to
20 eighty percent (80%) of the fee set forth in
21 Article V-A (less any amount thereof previously
22 paid) contemporaneously with the execution of the
23 Construction Contract. The balance of said fee shall
24 be paid by County to Consultant at the time of
25 completion of the work and acceptance thereof by
26 the Board of Supervisors..
- 27 (3) In the event no contract is awarded for said proposed
28 project then the County shall pay to Consultant as
29 a total fee for Article V-A, a sum (less any amounts
30 thereof previously paid) equal to eighty percent
31 (80%) of the fee set forth in said Article V-A,
32 within ninety (90) days after approval by County of

1 the final working drawings and specifications
2 prepared by Consultant.

3 B. The compensation payable to Consultant set forth in
4 Article V-B and C shall be paid to Consultant every month in
5 installments in accordance with appropriate statements therefor
6 as approved by County.

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7 VII TERMINATION OF AGREEMENT OR PROJECT:

8 A. County or Consultant may cancel or suspend work under
9 this agreement upon fifteen (15) days written notice to the other
10 party, or immediately after submission to County by Consultant of
11 any completed item of service specified in Article II. Consultant
12 shall immediately cease all work under this Agreement in the event
13 of cancellation or suspension.

14 B. In the event of cancellation of this Agreement or suspen-
15 sion of work by either County or Consultant, Consultant shall
16 receive compensation as follows:

- 17 (1) For approved items of service under Article II,
18 compensation shall be in the amount outlined under
19 Article V for the item of service fully performed
20 by Consultant.
- 21 (2) For items of service on which a proceed order has
22 been issued by County but which has not been fully
23 completed and approved, Consultant shall be compensated
24 for the service in amount which bears the same ratio
25 to the total fee otherwise payable for the performance
26 of the service as the service actually rendered bears
27 to the total service necessary for the full performance
28 of the service.
- 29 (3) In no event shall the total compensation paid in
30 the immediately preceding paragraphs exceed the
31 payment specified in Article V for the respective
32 items of service to be furnished by Consultant.

1 C. Upon cancellation of this Agreement or suspension of
2 work by either County or Consultant, all rights of the parties
3 shall terminate, except as to payments due Consultant hereunder.

4 D. Upon cancellation of this Agreement or suspension of work
5 by either County or Consultant, Consultant shall furnish to
6 County all documents and drawings prepared under this Agreement,
7 whether complete or incomplete.

8 VIII REUSE OF PLANS:

Micro Fiched

9 A. In the event County desires to reuse the plans in total
10 or in part on this or any other site, or if County desires to
11 complete any uncompleted portion of the project, Consultant shall
12 be relieved of all responsibility for the construction resulting
13 from such reuse unless County enters into an Agreement with
14 Consultant for services in connection therewith.

15 B. Consultant shall not be entitled to any fees for such
16 use of plans unless County enters into an Agreement with
17 Consultant for services in connection therewith.

18 IX NONDISCRIMINATION IN EMPLOYMENT:

19 County and Consultant agree that no discrimination shall be
20 made in the employment of persons because of the race, color, sex,
21 religion or national origin of such person.

22 X TERMINATION OF THIS AGREEMENT:

23 This Agreement shall automatically terminate one year from
24 date of signing of the Notice of Completion. Consultant services
25 required after that termination date, insofar as they relate to
26 guarantees and warranties of the project, shall be compensated as
27 provided under Article V, Extra Services, and shall be performed
28 upon written instruction by County.

29 XI PROJECT DIRECTOR:

30 The Project Director shall be the Director of Public Works
31 of the County or his authorized representative. He shall
32 represent County in all matters pertaining to the services to be

1 rendered under this contract except when approval is specifically
2 required by the Board of Supervisors.

3 XII CONSULTANT'S RESPONSIBILITY:

4 Consultant shall exercise all of the care and judgment
5 consistent with good practices in the performance of its work
6 under this Agreement. In addition, Consultant shall indemnify
7 and hold the County harmless from any claims, liabilities, costs
8 and expense as a result of any injury to persons or property
9 resulting from the performance by Consultant of the Agreement.

10 XIII AUTHORITY OF COUNTY:

Micro Fiched

11 This Agreement shall not be considered as giving exclusive
12 authority to Consultant for performing all services pertaining to
13 the design and construction of the project. County may perform,
14 or have performed, any phase, or any portion of any phase, of the
15 various professional services outlined in Articles II, III, and
16 IV without any liability or obligation to Consultant.

17 XIV NOTICES:

18 All notices shall be deemed to have been given when made in
19 writing and delivered or mailed to the respective representatives
20 of County and Consultant at its respective address as follows:

21 Consultant: KENT BURROW, ARCHITECT

22 511 MAIN STREET, SUITE 225

23 WOODLAND, CALIFORNIA 95695

24 (916) 666-3183

25
26
27 County: _____

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EXHIBIT "A"

ARCHITECT RATE SCHEDULE

PRINCIPAL \$25.00 per hour

EMPLOYEE 2.5 X Payroll Costs

Micro Fiched

EXHIBIT "B"

1. Clean/repair/paint exterior of main bldg. and annex bldg.
2. Construct new sidewalk from main bldg. to new Juvenile Hall.
3. Construct new covered sidewalk from main bldg. to annex bldg.
4. Construct new entrance protection or canopy at main bldg.
5. Install sun protection for 2 east facing second level windows.
6. Repair and reglaze exterior windows as required.
7. Remove all exposed abandoned fixtures at cells and 2 community toilet rooms to accommodate new offices and work rooms.
8. Install new carpet and base thru-out.
9. Install new paint or wall covering thru-out main bldg. and 2 toilet rooms at annex.
10. Remove all cell and security doors and replace with wood doors and new hardware.
11. Install new acoustical ceilings thru-out.
12. Install new cabinets and shelves at work rooms and add one book shelf at each cell.
13. Install new louvered window coverings thru-out.
14. Upgrade and modernize 4 small toilet rooms and remove tub or shower from each.
15. Install new lighting fixtures at cells and clean and repair reusable lighting fixtures thru-out.
16. Provide new electrical power and telephone outlets to the cells.
17. Conceal miscellaneous exposed conduit where possible.
18. Repair faulty and leaking plumbing.
19. Install new grills and louvers at detention areas at mechanical supply and returns.
20. Balance or define corrective work for heating and cooling system.

Micro Fiched

Yuba College

Yuba Community College District

North Beale Road & Linda Avenue

Marysville, California 95901

Telephone (916) 742-7351



BF
CENTERS AT
BEALE AFB
WOODLAND
LAKE CO
COLUSA CO
SERVICE CENTER

AGREEMENT NO. 79-289

MEMORANDUM OF AGREEMENT

Between

YUBA COMMUNITY COLLEGE EMERGENCY MEDICAL TECHNICIAN I PROGRAM

and

YOLO GENERAL HOSPITAL

July 1, 1979 - June 30, 1980

FILED

JUL 27 1979

PETER McJAMBLE, Clerk

By *Debra C. Kirkland*
Deputy

I. AFFILIATING AGENCY:

The Yuba Community College Emergency Medical Technician I Program (hereinafter called the SCHOOL) and the Yolo General Hospital (hereinafter called the AFFILIATING HOSPITAL).

Micro Fiched

II. AFFILIATING AGREEMENT:

This is a mutual agreement between the administration of the AFFILIATING HOSPITAL and the SCHOOL that the AFFILIATING HOSPITAL will accept E.M.T. students for supervised Emergency Room observation and experience for Basic and/or Refresher E.M.T. I students.

III. THE AFFILIATING HOSPITAL AGREES TO:

A. Provide Emergency Care experience in the Emergency Room for no more than 2 E.M.T. Students at a time for 10 hours (E.M.T. Basic) or 4 hours (Refresher) of observation and experience as delineated below each semester:

1. B.P.
2. T-P-R
3. O₂ and Mask
4. Patient Transportation
5. Application of Monitor Leads

R5-1979

DANIEL G. WALKER
District Superintendent and President

GOVERNING BOARD OF TRUSTEES
Pres. Ted George, Yuba City
V. Pres. Evelyn Faye, Knights Landing

ALGEO H. BRILL
Assistant Superintendent and Vice President

Clerk: John W. Pennebaker, Marysville
Eileen Frye, Yuba City

ROBERT J. CAREY
Assistant Superintendent for Business Services

Nordström Johnson, Esparto
Frances Owen, Marysville
Fred Sankley, Colusa

- B. Admit all students without discrimination in race, sex or creed.
- C. Emergency Medical Technician affiliates to be allowed the same lunch room and rest room facilities as provided for other employees, with no racial discrimination
- D. Students to be required to wear a white uniform or other suitable clothing.

IV. THE SCHOOL AGREES TO:

Micro Fiched

- A. Provide classroom instruction. Emergency Medical Technician students will be given at least 20 hours (Basic students) or 10 hours (Refresher students) of class in theory and practice prior to Emergency Room assignment.
- B. The E.M.T. instructor will meet periodically with hospital E.R. staff for assistance with the development of curriculum policies and integration of educational program.
- C. Submit the following information to the AFFILIATING HOSPITAL:
 - A statement of the number of expected affiliating students at least one week prior to the affiliation date.
- D. Provide Liability Insurance in the amount of \$1,000,000 per occurrence.

V. REQUEST FOR WITHDRAWAL:

The SCHOOL may withdraw any student whose progress, achievement or adjustment does not justify his/her continuance with the SCHOOL. The AFFILIATING HOSPITAL, in consultation with the SCHOOL, will have the right to refuse a student, who, in its experience, is not participating satisfactorily in the program.

VI. DISCONTINUANCE OF AGREEMENT:

If either party to this agreement wishes to withdraw, it is understood that at least two months notice shall be given by either participating agency and that students enrolled in the program shall be given an opportunity to complete the full program.

County of Yolo

Micro Fiched

Signed:

Betsy A. Richardson
Chairman, Board of Supervisors

Date: _____

JUL 27 1979

Signed: _____

Dr. Daniel G. Walker
District Superintendent & President
Yuba Community College District

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL

By

Donald St.
DEPUTY COUNTY COUNSEL

Yuba College Yuba Community College District

North Beale Road & Linda Avenue

Marysville, California 95901

Telephone (916) 742-7351



CENTERS AT
BEALE A.F.B.
WOODLAND
LAKE CO.
COLUSA CO.
SERVICE CENTER

AGREEMENT NO. 79-290

MEMORANDUM OF AGREEMENT

Between

Micro Fiched

YUBA COMMUNITY COLLEGE VOCATIONAL NURSING PROGRAM

and

YOLO GENERAL HOSPITAL

July 1, 1979 - June 30, 1980

FILED

JUL 27 1979

PETER MCNAMEE, Clerk
By *Debra C. Kirkland*

I. AFFILIATING AGENCY:

The Yuba Community College Vocational Nursing Program (hereinafter called the SCHOOL) and the Yolo General Hospital (hereinafter called the AFFILIATING HOSPITAL).

II. AFFILIATING AGREEMENT:

This is a mutual agreement between the administration of the AFFILIATING HOSPITAL and the SCHOOL that the AFFILIATING HOSPITAL will accept vocational nursing students for supervised nursing experience and concurrent clinical instruction.

III. THE AFFILIATING HOSPITAL AGREES TO:

- A. Provide nursing experience in those services assigned by the SCHOOL for an appropriate number of vocational nurse trainees for 4 weeks during preclinical period. Rotation, service, and length of service will be determined by the SCHOOL.
- B. Admit all students without discrimination in race, sex or creed. All students assigned to the hospital to receive training without discrimination as to patients or use of personal facilities.

RS-1979

DANIEL G. WALKER
District Superintendent and President
GOVERNING BOARD OF TRUSTEES
Pres. Fred Sankes, Colusa

ALGEO H. BRILL
Assistant Superintendent and Vice President
V. Pres. Ted George, Yuba City
Clerk John W. Pennebaker, Marysville
Grace Clement, Marysville

ROBERT J. CAREY
Assistant Superintendent for Business Services
Evelyn M. Faye, Knight's Landing
Eileen Faye, Yuba City
Nordstrom Johnson, Esparto

C. Observe the following personnel policies:

1. Regulation coffee breaks are to be granted.
2. To provide suitable dressing rooms with locker space and locks for both men and women affiliates when available.
3. Vocational nurse affiliates to be allowed the same lunch room and rest room facilities as provided for other employees, with no racial discrimination.
4. Students to be required to wear the accepted school identifying sleeve patch.

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D. Provide a suitable room for use in counseling and teaching at hospital.

IV. THE SCHOOL AGREES TO:

- A. Provide classroom instruction. Vocational nursing students to be given at least three (3) weeks of preclinical instruction in theory and practice prior to hospital practice.
- B. Provide a clinical teacher-supervisor. A well-qualified, certificated, registered professional nurse to be employed to serve as a clinical teacher-supervisor for instruction, supervision, rotation and record keeping for vocational nurse trainees (1 instructor for not more than 15 students), which will include the following duties:
 1. To give close supervision, guidance and counseling to vocational nurse trainees. All assignments to patient care and nursing experience will be made by the SCHOOL in accordance with Article 5, Section 2556.6 of the Vocational Nurse Practice Act.
 2. Services and time spent in daily clinical experience will be determined by the SCHOOL.
 3. Meet periodically with hospital staff for assistance with the development of curriculum policies and integration of the educational program.
 4. Require students to purchase Malpractice Insurance.

C. Submit the following information to the AFFILIATING HOSPITAL. \

1. A statement of the number of expected affiliating students at least one week prior to the affiliating date.
2. Notify the Director of Nurses concerning vacation periods, in advance.

V. REQUEST FOR WITHDRAWAL:

The SCHOOL may withdraw any student whose progress, achievement, or adjustment does not justify his or her continuance within the SCHOOL.

VI. DISCONTINUANCE OF AGREEMENT:

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If either party to this agreement wishes to withdraw, it is understood that at least two months' notice shall be given by either participating agency and that students enrolled in the several services shall be given an opportunity to complete the full program offered in these services.

Date: JUL 27 1979

County of Yolo
Signed: R. G. Ward
Chairman, Board of Supervisors

Date: June 12, 1979

Signed: _____
Dr. Daniel G. Walker
District Superintendent & President
Yuba Community College District

APPROVED AS TO FORM

CHARLES R. MACK
COUNTY COUNSEL

By Rosanna Dot
DEPUTY COUNTY COUNSEL

STANDARD AGREEMENT

Agreement No. 1

STATE OF CALIFORNIA
May 2, 1979

Minute Order #79-578

THIS AGREEMENT, made and entered into this 6th day of June, 1979, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

P.C. 821

☐ CONTRACTOR
☐ STATE AGENCY
☐ DEPT. OF GEN. SER.
☐ CONTROLLER
☐ CLEARED
CCG WS
DIST. J-1

TITLE OF OFFICER ACTING FOR STATE Director	AGENCY Employment Development Department Calif. State Office of Economic Opportunity	NUMBER 7900-4897 A-1
hereinafter called CSOEO and Yolo County for Yolo County Economic Opportunity Commission hereafter called the Contractor.		

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to CSOEO services and materials, as follows:

Isot forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.

Amendment No. 1

This Agreement entered into on February 14, 1979 referencing the Crisis Intervention Program is hereby amended as follows:

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1. Paragraph 11.a dates are changed as follows:

Second sentence: May 31, 1979 is changed to June 30, 1979.

Third sentence: May 31, 1979 is changed to June 30, 1979.

2. Paragraph 11.b dates are changed as follows:

First sentence: May 31, 1979 is changed to June 30, 1979.

First sentence: June 15, 1979 is changed to July 15, 1979.

Second sentence: June 15, 1979 is changed to July 31, 1979.

Third sentence: June 30, 1979 is changed to August 15, 1979.

Fourth sentence: June 30, 1979 is changed to August 15, 1979.

FILED

AUG 27 1979

PETER McNAMÉE, Clerk
By *Peter McNamée*

DEPUTY

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA	CONTRACTOR
AGENCY Employment Development Department Calif. State Office of Economic Opportunity BY AUTHORIZED SIGNATURE <i>[Signature]</i>	CONTRACTOR (IF OTHER THAN AN INDIVIDUAL, STATE WHETHER A CORPORATION, PARTNERSHIP, ETC.) BY AUTHORIZED SIGNATURE <i>[Signature]</i>
TITLE Director - CSOEO	TITLE Chairperson, Board of Supervisors P. O. Box 1098 Yolo County Courthouse Woodland, California 95695

CONTINUED ON 1 SHEETS

Department of General Services Use ONLY	AMOUNT ENCUMBERED \$	APPROPRIATION ITEM	FUND
	UNENCUMBERED BALANCE \$	CHAPTER	STATUTES
	ADD. INCREASING ENCUMBRANCE \$	FUNCTION	FISCAL YEAR
	ADJUST. INCREASING ENCUMBRANCE \$	LINE ITEM ALLOTMENT	
		FEA NO.	BR. NO.
	I hereby certify, upon my own personal knowledge, that both parties have agreed to the terms and conditions of the expenditure stated above.		DATE 8/10/79
	SIGNATURE OF ACCOUNTING OFFICER <i>[Signature]</i>		DATE
	I hereby certify that all conditions set forth in State Administrative Manual Section 1201 have been complied with and this document is exempt from review by the Department of Finance.		DATE
	SIGNATURE OF OFFICER WORKING ON BEHALF OF THE AGENCY		DATE

3. Effective May 7, 1979, the CSA Poverty Income Guidelines as set forth in Article 11.c are changed to read as follows:

<u>Size of Family Unit</u>	<u>Non-Farm Family</u>	<u>Farm Family</u>	Micro Fiched
	<u>125%</u>	<u>125%</u>	
1	\$ 4,250	\$ 3,637	
2	5,625	4,800	
3	7,000	5,963	
4	8,375	7,125	
5	9,750	8,288	
6	11,125	9,450	

(For family units with more than 6 members, add \$1,375 for each additional member in a non-farm family and \$1,163 for each additional member in a farm family.)

All other terms and conditions shall remain the same.

Book
AGREEMENT NO. 79-292
(Agreement for Lease of Real Property)

THIS AGREEMENT, made and entered into this 31 day of July, 1979, by and between the COUNTY OF YOLO, a political subdivision of the State of California (hereinafter referred to as LANDLORD), and DUANE CHAMBERLAIN (hereinafter referred to as TENANT).

WITNESSETH:

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1. LEASE. LANDLORD hereby leases to TENANT and TENANT hereby hires from LANDLORD, on the terms and conditions hereinafter set forth, the real property described as Exhibit "A" attached hereto and incorporated herein by reference thereto.
2. TERM. The term of this lease shall be for one (1) year commencing on the first day of August, 1979, and terminating on the 31st day of July, 1980. At the end of said term, TENANT shall retain rights of possession of lands in growing crops until said crops are harvested.
3. USE. All of the real property described in this lease is to be used for the sole purpose of growing crops of oats, hay or barley.
4. RENT. TENANT shall pay to LANDLORD a minimum annual rent in the sum of TWO THOUSAND FOUR HUNDRED (\$2,400.00) DOLLARS, or 25% of the gross receipts from sale of said crop, whichever is greater.

Said minimum payment shall be made by TENANT within thirty (30) days of the execution of this agreement.

5. TAXES. Notice is hereby given that this written contract may be one with a private party whereby a possessory interest subject to property taxation is created. Such property interest may be subject to property taxation if created, and the party in whom the possessory interest is vested may be subject to the payment of property taxes levied on such interest. LANDLORD shall bear the cost or charge of possessory interest taxes, if any, levied upon real property. Upon receipt of each tax bill or statement for such possessory interest taxes, TENANT shall pay said tax promptly and without default, and shall thereupon obtain reimbursement from LANDLORD upon presentation to it of said paid tax bill.

FILED

JUL 31 1979

PETER McNAMEE, Clerk

DEPUTY

- 1 6. DISCLAIMERS OF WARRANTY. LANDLORD expressly disclaims any warranty of
2 soil suitability for growing any crop.
- 3 7. WATER. LANDLORD expressly disclaims any warranty whatsoever of
4 availability, quantity, or quality of water in or upon or available to the
5 real property which is the subject of this lease. **Micro Fiched**
- 6 8. ENTRY BY OWNER. TENANT shall permit LANDLORD, and LANDLORD's agents and
7 assignees, at all reasonable times, to enter the leased premises and to
8 use the roads established on the premises now or in the future, for the
9 purposes of inspection, compliance with the terms of this lease, exercise
10 of all rights under this lease, posting notices, to survey the land, and
11 all other lawful purposes.
- 12 9. RECORDS. TENANT shall make and keep pertinent records of all operations
13 and conduct under this lease and shall make them available to LANDLORD and
14 LANDLORD's agents and assignees at all reasonable times for inspection.
- 15 10. WARRANTY OF USE. TENANT agrees to farm said land in the crop of oats, hay,
16 or barley, using good husbandry practices, and to make diligent effort to
17 prevent the spread of all noxious weeds and rodents and other vertebrate
18 pests on the leased premises during the term of this lease. TENANT agrees
19 to make diligent effort to prevent infestations of insects or organisms
20 that may produce disease in plants or animals that may come onto or develop
21 on the premises during the term of this lease that might damage crops grown
22 on the premises after the term. On default of the TENANT to do so,
23 LANDLORD reserves the right, after having given ten (10) days' notice to
24 take necessary remedial measures at TENANT's expense for which TENANT
25 agrees to reimburse LANDLORD upon demand.
- 26 11. WASTE. TENANT shall not commit or permit others to commit on the premises
waste or nuisance or any other act that could disturb the quiet enjoyment
of LANDLORD or any other tenant of LANDLORD on reserved or adjacent
property.

1 12. EXCULPATORY CLAUSE. TENANT covenants to defend, and hold LANDLORD free
2 and harmless from any and all claims, causes of action, or liability for
3 damages arising from any act or cause causing injury to persons or property
4 of any kind owned by anyone, including TENANT, while in, upon, or in any
5 way connected with the leased premises during the term or any extension of
this lease or any occupancy under this lease.

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6 13. JOINT USE. TENANT acknowledges the joint use of the leased premises for a
7 Parachutist Drop Zone, and agrees to operate agricultural activities so as
8 to minimize their adverse effect on same.

9 14. SUBLEASE OR ASSIGNMENTS. TENANT shall not assign or sublease any part or
10 portion of the leased premises without prior written consent of LANDLORD.

11 15. RE-ENTRY BY LANDLORD. LANDLORD shall have the power and privilege to
12 re-enter and terminate this lease at any time during the term of this
13 lease, upon thirty (30) days' notice to TENANT, and as to any part or
14 portion of the premises leased, as it may require for use and expansion of
15 use of the Yolo County Airport. Upon such re-entry and termination of this
16 lease, TENANT shall be compensated only for loss of, or damage to, existing
17 crops located upon the premises so re-taken. In the event the parties
18 hereto disagree or dispute the value of said crop or the amount of such
19 damages, then and in that event they shall apply to the Director of
Agricultural Extension Service for opinion; that said opinion of said
person shall be binding upon the parties herein.

20 16. ADVANCES BY LANDLORD. In the event of TENANT's breach of any covenant of
21 this lease, LANDLORD may, at any time, without notice, cure such breach for
22 the account, and at the expense of TENANT. If TENANT at any time, by
23 reason of such breach, is compelled to pay or elects to pay, any sum of
24 money or to do any act that will require the payment of any sum of money,
25 or is compelled to incur any expense, the sum or sums so paid by LANDLORD
26 with all interest, costs and damages shall be deemed to be additional rent
under this lease and shall be due from TENANT to LANDLORD on the first day
of the month following the incurring of such expenses.

1 17. CONDITIONAL LIMITATIONS. Each term and each provision of this lease
2 performable by TENANT shall be construed to be both a covenant and a
3 condition.

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4 18. INSURANCE. During the term of this lease, TENANT shall, at its own
5 expense, maintain in full force, a policy or policies of public liability
6 insurance insuring LANDLORD and TENANT against liability for injury for
7 persons and property, and for death of persons arising from any accident,
8 injury or damage occurring in, on, or about the premises, or any portion of
9 them, arising from any act, omission, or negligence of TENANT or its
10 contractors, licensees, agents, servants, or employees. The liability under
11 such insurance shall not be less than \$100,000 for any one person injured
12 or killed, not less than \$300,000 for any one accident, and not less than
13 \$50,000 for property damage.

14 19. ABANDONMENT. In the event TENANT abandons the premises or ceases to
15 diligently farm same, LANDLORD may re-enter and terminate this lease as to
16 any portion thereof, or the whole thereof, upon giving TENANT thirty (30)
17 days' written notice.

18 20. NOTICES. All notices to be given to LANDLORD by TENANT shall be given in
19 writing filed with the County Clerk, Courthouse, Room 104, Woodland,
20 California, or by depositing the same in the United States Mail, postage
21 prepaid, and addressed to the County Clerk, P.O. Box 1098, Woodland,
22 California, 95695. Notices to TENANT shall be given in writing personally
23 or by depositing the same in the United States Mail, postage prepaid, and
24 addressed to TENANT at the following address: Route 1 Box 375, Woodland,
25 California, 95695.

26 21. WAIVER. One or more waivers by LANDLORD of any covenant or condition shall
not be construed as a waiver of a subsequent breach of the same or any
other covenant or condition. LANDLORD's consent to or approval of any act
by TENANT requiring LANDLORD's consent or approval shall not be deemed to
waive or render unnecessary LANDLORD's consent to or approval of any
subsequent similar act by TENANT.

1 22. CONSTRUCTION. The marginal headings or title to the paragraphs of this
2 lease are not a part of this lease and shall have no effect upon the
3 construction or interpretation of any part of this lease.

4 23. BINDING ON SUCCESSORS. The terms and provisions of this lease shall be
5 binding upon and inure to the benefit of the heirs, executors, adminis-
6 trators, successors, and assigns of LANDLORD and TENANT.

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7 24. TERMINATION UPON BREACH OF COVENANT.

8 A. LANDLORD at his option may terminate this lease on TENANT a breach of
9 any term, condition or covenant hereof, on giving thirty (30) days'
10 notice in writing of such termination to TENANT.

11 B. TENANT may at his option terminate this lease on LANDLORD's breach of
12 any term, condition, or covenant hereof, on giving thirty (30) days'
13 notice in writing of such termination to LANDLORD.

14 25. TERMINATION AT OPTION OF LANDLORD. In the event LANDLORD, in the exercise
15 of its sole discretion, determines that any part or portion, or the whole
16 of the leased property, is necessary for airport uses, it may terminate
17 this lease by declaration and re-take or re-enter upon such part or portion
18 of the leasehold, or the whole thereof, upon giving TENANT sixty (60) days'
19 notice of its intention to so re-enter. Upon such re-entry at the end of
20 said notice period, LANDLORD shall compensate TENANT only as to his actual
21 out-of-pocket loss pertaining to growing crops located upon said portion of
22 the leasehold. Save and except for such damages, TENANT hereby waives any
23 and all claims or causes of action he may have for such re-taking.

24 26. This agreement supersedes Agreement No. 78-241.

25 IN WITNESS WHEREOF, the parties hereto have executed this lease agreement
26 on the day and year hereinabove set forth.

COUNTY OF YOLO, a political subdivision
of the State of California - LANDLORD

B. A. Marshall
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

Duane Chamberlain
DUANE CHAMBERLAIN - TENANT

ATTEST:

PETER McNAMEE, COUNTY CLERK

APPROVED AS TO FORM
COUNTY CLERK

By

Pete E. Lucas

Deputy

[Signature]
COUNTY CLERK

(SEAL)

EXHIBIT "A"

All that real property, being a portion of Section 3, Township 8 North, Range 1 East, and a portion of Section 34, Township 9 North, Range 1 East, M.D.B. & M., situated in the County of Yolo, State of California, and being more particularly described as follows:

Parcel 1

All of the West Half ($\frac{1}{2}$) of Section 34, Township 9 North, Range 1 East, as said West Half ($\frac{1}{2}$) appears on that certain map or plat of Berry Vale Gardens, filed for record in Map Book 2, at Page 27, and all of Blocks Thirteen (13) and Fourteen (14) as delineated on that certain map or plat of Lucern Farms, filed for record in Map Book 2, at Page 13, Yolo County Records.

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Parcel 2

All of the Northwest Quarter ($\frac{1}{4}$) and the Northerly 240.50 feet of the Southwest Quarter ($\frac{1}{4}$) of Section 3, Township 8 North, Range 1 East, M.D.B. & M.

Excepting therefrom the property which is presently under lease to Yolo Aviation, Inc., under Yolo County Agreement No. 74-88 executed August 1, 1974.

Excepting therefrom the property designated in Yolo County Agreement No. 74-88 as public airport facilities including, but not limited to runways, taxiways, aprons, aircraft and automobile parking areas, roadways, sidewalks, navigational and aviational aids and lighting facilities.

Excepting therefrom the property which is presently under lease to West Plainfield County Fire Protection District under Yolo County Agreement No. 65-28 executed May 10, 1965.

Excepting therefrom the property which is presently under lease to Yolo Sportsmen's Association under Yolo County Agreement No. 68-43 as amended by Yolo County Agreement No. 74-284 executed December 16, 1974.

Excepting therefrom the property released by Yolo Sportsmen's Association under Yolo County Agreement No. 74-284 executed December 16, 1974.

Excepting therefrom the property which is presently under lease to Yolo Sportsmen's Association under Yolo County Agreement No. 78-126 executed April 11, 1978.

EXCEPTING THEREFROM:

Two parcels of land being portions of the Northwest Quarter of Section 34, Township 9 North, Range 1 East, M.D.B. & M., Yolo County, California, said parcels being more fully described as follows:

PARCEL 1

COMMENCING at the Northeast corner of said Northwest Quarter of Section 34; thence South $89^{\circ} 46' 55''$ West 1550.00 feet along the North line of said Northwest Quarter to the TRUE POINT OF BEGINNING; THENCE continuing along the North line of said Northwest Quarter South $89^{\circ} 46' 55''$ West 18.00 feet; thence South $01^{\circ} 04' 16''$ West 692.43 feet; thence South $14^{\circ} 29' 41''$ East 118.38 feet; thence North $00^{\circ} 05' 36''$ East 806.99 feet to the true point of beginning.

Containing 0.419 acres.

PARCEL 2

COMMENCING at the Northeast corner of said Northwest Quarter of Section 34; thence South $89^{\circ} 46' 55''$ West 1568.00 feet along the North line of said Northwest Quarter; thence South $01^{\circ} 04' 16''$ West 692.44 feet; thence South $14^{\circ} 29' 41''$ East 257.37 feet to THE TRUE POINT OF BEGINNING; THENCE continuing South $14^{\circ} 29' 41''$ East 723.02 feet to a tangent curve; thence along said curve, concave to the Southeast, with a radius of 830.00 feet, through a central angle of $30^{\circ} 50' 05''$, with a chord bearing South $29^{\circ} 54' 43''$ East 441.31 feet, an arc length of 446.68 feet to a tangent line; thence South $45^{\circ} 19' 46''$ East 200.00 feet to a tangent curve; thence along said curve, concave to the Northwest, with a radius of 770.00 feet, through a central angle of $45^{\circ} 31' 09''$, with a chord bearing South $22^{\circ} 34' 11''$ East 595.77 feet, an arc length of 611.73 feet to a tangent line; thence South $99^{\circ} 11' 23''$ West 1549.66 feet; thence North $88^{\circ} 42' 42''$ West 384.12 feet; thence South $01^{\circ} 17' 18''$ West 60.00 feet; thence South $88^{\circ} 42' 42''$ East 360.75 feet to a tangent curve; thence along said curve, concave to the Southwest, with a radius of 25.00 feet, through a central angle of $88^{\circ} 54' 05''$, with a chord bearing South $44^{\circ} 15' 39''$ East 35.01 feet, an arc length of 38.79 feet; thence South $89^{\circ} 48' 37''$ East 60.00 feet; thence North $00^{\circ} 11' 23''$ East 1634.20 feet to a tangent curve; thence along said curve, concave to the Southwest, with a radius of 830.00 feet, through a central angle of $45^{\circ} 31' 09''$, with a chord bearing North $22^{\circ} 34' 11''$ West 642.20 feet, an arc length of 659.40 feet to a tangent line; thence North $45^{\circ} 19' 46''$ West 200.00 feet along said line to a tangent curve; thence along said curve, concave to the Southeast, with a radius of 770.00 feet, through a central angle of $14^{\circ} 54' 54''$, with a chord bearing North $37^{\circ} 52' 19''$ West 199.88 feet, an arc length of 200.44 feet to a non-tangent line; thence South $89^{\circ} 46' 55''$ West 56.96 feet along said non-tangent line; thence North $16^{\circ} 37' 53''$ West 920.62 feet to the true point of beginning.

Containing 4.572 acres.

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EXHIBIT "A"

Back
FILED

JUL 31 1979

PETER McNAMEE, Clerk

By

DEPUTY

AGREEMENT NO. 79-293

THIS AGREEMENT, dated for convenience this 31st day of July, 1979, in the State of California, by and between the COUNTY OF YOLO, a political subdivision (hereinafter referred to as "COUNTY"), and MARSHALL AND STEVENS, INC., a Corporation (hereinafter referred to as "CONTRACTOR"),

W I T N E S S E T H:

RECITALS:

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1. COUNTY desires to obtain expert services in connection with the establishment of a fixed asset management system for governmental accounting, auditing, and financial reporting.
2. CONTRACTOR desires to provide such expert services.

AGREEMENTS:

1. WORK. CONTRACTOR, for and in consideration of the covenants, conditions, agreements and stipulations set forth in this agreement does hereby agree to furnish to COUNTY the certain services and materials described in Proposal to the County of Yolo for a Fixed Asset Management System attached hereto, which proposal is incorporated by reference herein.
2. LICENSES. CONTRACTOR shall secure and maintain throughout the term of this agreement all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for CONTRACTOR to practice the profession or to perform the expert professional services required in this agreement.
3. STANDARDS. CONTRACTOR shall perform all service required pursuant to this agreement in the manner and according to the

standards observed by a competent practitioner of the profession in which CONTRACTOR is engaged. All work products of whatsoever nature which CONTRACTOR delivers to COUNTY pursuant to this agreement shall be prepared in a substantial first-class and workmanlike manner and conform to the standards of quality normally observed by a person practicing in the CONTRACTOR'S profession.

Micro Fiched

4. PERSONNEL. CONTRACTOR shall assign only competent personnel to perform services pursuant to this agreement. In the event that COUNTY in its sole discretion, at any time during the term of this agreement, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this agreement, CONTRACTOR shall remove any such person immediately upon receiving notice from COUNTY of the desire of COUNTY for the removal of such person or persons.

5. ASSIGNMENT OR SUBLETTING. No performance of this agreement or any portion thereof may be assigned or subcontracted by CONTRACTOR without the express written consent of COUNTY and any attempt by the CONTRACTOR to assign or subcontract any performance of this agreement without the express written consent of COUNTY shall be null and void and shall constitute a breach of this agreement. Whenever the CONTRACTOR is authorized to subcontract or assign, he will include all the terms of this agreement in any such subcontract or assignment.

6. EXCULPATORY CLAUSE. CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers, agents, and employees from

1 and against all claims, demands, losses, damage, liability, cost,
2 and expenses of whatever nature, including court costs and
3 counsel fees accruing or resulting to any person, firm or
4 corporation who may be injured by CONTRACTOR in the performance
5 of this agreement.

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6 7. TERMINATION. The County shall have the right to terminate
7 this agreement at its sole discretion at any time upon thirty
8 (30) days' written notice to CONTRACTOR. The COUNTY shall also
9 have the right to terminate this agreement immediately for
10 failure of the CONTRACTOR to comply with the terms and conditions
11 of this agreement. In the case of early termination, a final
12 payment will be made to the CONTRACTOR upon receipt of a report
13 covering compensation earned to termination. In the event of such
14 immediate termination, COUNTY may proceed with the work in any
15 manner deemed proper by the COUNTY. The cost to the COUNTY shall
16 be deducted from any sum due to the CONTRACTOR under this
17 agreement, and the balance, if any, shall be paid the CONTRACTOR
18 upon demand.

19 8. RECORDS. CONTRACTOR shall maintain a complete and accurate
20 program and accounting records showing the services performed in
21 connection with the performance of this agreement, including
22 working papers in any way associated with the performance of this
23 agreement and shall make such records available for inspection by
24 authorized representatives of COUNTY at any reasonable time during
25 the performance of the agreement, and for a period of three (3)
26 years from and after the date of final payment.

1 9. INDEPENDENT CONTRACTOR. It is specifically agreed that in
2 the making and execution of this agreement, CONTRACTOR and any
3 agents and employees of CONTRACTOR are independent contractors
4 and are not and shall not be construed to be agents or employees
5 of COUNTY and that CONTRACTOR shall have no authority, expressed
6 or implied, to act on behalf of COUNTY or to bind COUNTY to any
7 obligation whatsoever.

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8 10. TIME. Time is the essence of this agreement.

9 11. NO ALTERATION. No alteration or variation of the terms of
10 this agreement shall be valid unless made in writing and signed
11 by the parties hereto, and no oral understandings or agreement
12 not incorporated herein, shall be binding on any of the parties
13 hereto.

14 12. LAWS. The CONTRACTOR shall comply fully with all applicable
15 Federal, State, and local laws, ordinances, regulations, and
16 permits. The CONTRACTOR shall secure any new permits required by
17 authorities having jurisdiction over the project, and shall
18 maintain any presently required permits.

19 13. COMPENSATION. The consideration to be paid CONTRACTOR, as
20 provided herein, shall be in compensation for all of CONTRACTOR'S
21 expenses incurred in the performance hereof, including travel and
22 per diem, unless otherwise expressly so provided.

23 14. SUCCESSORS. This agreement shall inure to the benefit and
24 bind the successors of each of the parties.

25 15. PAYMENT. The COUNTY, for and in consideration of the
26 covenants, conditions, agreements, and stipulations of the CON-

1 TRACTOR herein expressed, does hereby agree to pay as total
2 compensation to CONTRACTOR the sum of TWENTY-ONE-THOU-
3 SAND-FIVE-HUNDRED DOLLARS (\$21,500.00) in the manner set forth in
4 this paragraph. Before commencing performance under this agree-
5 ment, CONTRACTOR shall submit to the Director of General Services
6 of COUNTY a schedule listing the services to be performed under ^{Micro Fiched}
7 this contract in order of performance and assigning percentages
8 of complete performance to the listed steps in order. Upon
9 agreement between CONTRACTOR and Director of General Services,
10 progress payments shall be based upon this schedule. Monthly,
11 CONTRACTOR shall submit a claim to the Director of General
12 Services of COUNTY scheduling the work performed during the
13 previous month, and expressing the total work performed as a
14 percent of the total contract price. Upon approval of the
15 statement the Director of General Services shall issue a claim to
16 increase total payments under contract to equal the percent of
17 work performed, less 20% thereof. Upon completion of all the work
18 to be performed under the CONTRACT in accordance with the terms
19 and conditions of this agreement, and approval by the County
20 Administrative Officer of COUNTY, the remainder of the contract
21 price due shall be paid.

22 16. TERM. The term of this contract shall commence on execution
23 and delivery of this agreement, and CONTRACTOR shall complete
24 performance within 120 days thereafter.

25 IN WITNESS WHEREOF, this agreement has been executed by the

26 / / /

parties hereto.

Dated: July 31, 1979.

COUNTY OF YOLO, a political subdivision
of the State of California

By: Betty G. Marshall
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

PETER McNAMEE, CLERK

Micro Fiched

By: Pete E. Lucas
Deputy

(SEAL)

MARSHALL & STEVENS, INC., a Corporation
"CONTRACTOR"

By: Mike Reynolds
Representative

By: _____
Representative

(SEAL)

Micro Fiched

PROPOSAL TO
THE COUNTY OF YOLO
FOR A
FIXED ASSET MANAGEMENT SYSTEM

TABLE OF CONTENTS

- I. PROJECT OBJECTIVES
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- VI. LAND
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- VIII. REPORTS
- IX. ELECTRONIC DATA PROCESSING
- X. FEE
- XI. GENERAL

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ADDENDA

- LISTING OF PROPERTIES A
- PARTIAL CLIENT LISTING B
- BROCHURE C

I. PROJECT OBJECTIVES

The proposed services will assist the County of Yolo to establish a Fixed Asset Management System which will provide information for:

A. Financial Reporting

1. Materiality Disclosure (Ref: Disclosure Guidelines for Offerings of Securities by State and Local Governments - MFOA)
2. Audit Compliance (Ref: AICPA, NCGA/GAAFR, Rev. Sharing Act)
3. MFOA Certificate of Conformance

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B. Cost Accounting

1. Rate Setting (Enterprise and IGS Funds)
2. Program Cost Recovery (Ref: 74-4, HIM15, OMB A-110)

C. Capital Expenditure Planning

1. Budget Request Substantiation
2. Capital Improvements and Replacement Forecasting

D. Insurance Requirements

1. Total Insurable Value
2. Specific Values
3. Coinsurance Compliance
4. Proper Rating
5. Proof of Loss Assistance
6. Perpetuation of Insurable Values

E. Accountability and Control

1. Responsibility and Custodianship
2. Operational Efficiency
3. Maintenance Data

II. PROJECT SCOPE

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- A. Marshall and Stevens will implement, in joint cooperation with personnel of the County of Yolo as herein described, a comprehensive Fixed Asset Management System which will provide a verified record of all included fixed assets.
- B. Marshall and Stevens will provide an inventory, costing, valuation and/or the preparation of property accounting records covering buildings at the locations listed in Addendum A to this proposal.

Assets or locations not specified herein could be included upon your specific authorization at an additional fee based on our standard per diem rates plus expenses, if any.

- C. Land parcels, licensed vehicles and library books will be included on the basis of data to be provided by County of Yolo personnel. Marshall and Stevens will provide the format and forms for their guidance.
- D. Roads, bridges, curbs and gutters, streets and sidewalks, easements, drainage systems, street signs and street lighting systems, traffic signal systems, land improvements, landscaping, supplies and inventories, parking meters will be excluded in accordance with current governmental accounting practices.
- E. The MSFAMS Software System will be installed by Marshall and Stevens on the County's computer for operation by County personnel. The system will enable the County to generate reports to

fulfill its requirements for fixed asset control, financial reporting and insurance purposes. Marshall and Stevens will keypunch and/or convert all fixed assets included and generate the initial tape for future processing on the County's computer. However, the first set of reports will be produced by Marshall and Stevens through its computer facility.

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F. The implementation of a Fixed Asset Management System will include the training of County personnel in procedures to report property transactions for future updating.

G. Based on our prior experience and our present understanding of your requirements, the major steps in the implementation of your Fixed Asset Management System would be:

1. Project Planning (The Work Plan)
2. Inventory of Fixed Assets
3. Costing/Valuation/Valuation of Fixed Assets
4. Lifting/Coding of Fixed Assets
5. Data Review
6. Preparation of data to computer input/conversion
7. Implementation of computer software
8. Instruction and Training of County personnel (initial project and perpetuation)

III. PLANNING

A. County Planning

1. A project of this size and complexity requires thought and planning to assure success. It is essential that the project have the support and commitment of all County department heads at the outset since it will require cooperation and an investment of their time.

2. However, the investment in time should be minimal, limited to the assemblage of cost records and construction and engineering data and the providing of access to areas to be included.
3. It is essential that one person be appointed to head the project for the County before commencement of any work. This person would have the responsibility for continuing the System after completion of the initial project. The appointee must have some knowledge of property accounting and be authorized to make decisions regarding the project. Preferably this individual would be selected from the County's present organization, familiar with the County's accounting procedures.

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B. Joint Planning

1. Our Project Manager would meet with you to finalize your property accounting principles and prepare a detailed work plan:
 - a. Review asset accounting procedures, depreciation convention and method, useful life assignment procedures and set a cutoff date for inventory and costing, and develop capitalization policy.
 - b. Review department cost centers, chart of accounts and funds.
 - c. Define codes to be used in the System.
 - d. Review available cost records.
 - e. Review the work schedule and establish procedures to gain access to security areas, locked rooms and to other areas where prior arrangements are required.
 - f. Arrange for staff working space.

2. We recommend that a meeting be held with key members of the various departments to introduce our Project Manager who would outline the Work Plan Schedule and answer any questions about the project. The meeting should include, but not be limited to, County personnel from the following areas:

- a. Administration
- b. Finance
- c. Accounting
- d. Public Works
- e. Enterprise Funds
- f. Internal Service Funds
- g. Internal Auditor
- h. Data Processing
- i. Risk Management
- j. Purchasing
- k. Property

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3. During the Planning Stage pre-established report data will be reviewed:
- a. Content and format of input documents, i.e., inventory and property accounting source forms.
 - b. The content of final property accounting and insurance reports.
 - c. The type and frequency of reports.
4. The work plan developed in this stage will clarify and delineate responsibilities within the project and set target dates for completion of each phase.

IV. BUILDINGS

A. Inventory Procedure

1. Documentation: Experienced and qualified appraisers of Marshall and Stevens construction staff will personally inspect, describe and compute measurements and areas of all buildings.

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Building components (listed below) will be individually analyzed as applicable:

a. Basic Structure

Site Preparation & Excavation
Foundation
Frame
Exterior Walls
Floor Structure
Roof Structure
Roof Cover
Fire Protection
Attached Exterior Construction

b. Interior Construction

Interior Construction
Ceiling
Floor Covering

c. Building Service Equipment

Plumbing
Electrical
Heating, Ventilating & Air Conditioning
Elevators

B. Original Cost Record/Accounting

1. To establish the necessary cost record for accounting, auditing and financial reporting purposes, Marshall and Stevens will establish an original cost record based on acquisition cost and date for each building. Costs generally include:

- a. Construction cost (or allocated purchase)
 - b. Fixed equipment costs
 - c. Architect's fees
 - d. Inspection and other fees
 - e. Costs of permits and licenses
 - f. Applicable sales tax
 - g. Insurance and interest during construction, if applicable
 - h. Other incidental expenses
- Micro Fiched
- a. Original costs will be assigned on the basis of the County's records, provided that they are furnished to our staff in an expeditious manner, assembled by project. Various sources may be available:
 - a. General ledger, audits and other financial records
 - b. Architect's request for payment documents
 - c. Project files
 - d. Reports issued to agencies such as HUD
 - e. Inventory files, cards
 - f. Maintenance records
 - g. Purchase orders and invoices
 - h. Council minutes, ordinances and resolutions
 - i. Deed files
 - j. Capital improvement budgets

3. If the appropriate original cost data is not available or cannot be provided as described above, the normal original cost will be established by Marshall and Stevens using one of the following methods:
 - a. Research the normal cost at date of acquisition from our historical pricing records. **Micro Fiched**
 - b. Determine current reproduction cost new and apply reverse cost trends to the date of acquisition.
4. An estimate of the total useful life of each building will be made. This estimate, together with the estimated date of acquisition, will be the basis for the ratio of expired life to remaining life to provide depreciation reserves to date for applicable funds. In arriving at our opinion of total useful life, consideration will be given to:
 - a. The type, character and reasonable life expectancy under past and projected operating conditions relative to the designed use;
 - b. Functional obsolescence and developing technology;
 - c. Economic obsolescence resulting from changing economic conditions in relation to the use of the facilities;
 - d. The County's history, policies or plans regarding capitalization of maintenance, major repairs or replacement of facilities.

C. Coding

1. The following codes will be assigned to buildings when supplied to our Project Manager by the County at the beginning of this project:

- a. Site Designations
- b. Building Numbers
- c. Departments
- d. Funds
- e. Sources of Revenue
- f. Accounts

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- 2. This data must be furnished by the County in schedule form.

D. Current Valuation

- 1. Current Reproduction Cost New information is required for 1) adequacy of property insurance coverage, 2) capital expenditure planning for replacement, and 3) maintenance decisions.
- 2. Marshall and Stevens will utilize the following valuation procedures:
 - a. Reproduction Cost New - Each building and improvements other than buildings will be valued at Reproduction Cost New. Consideration will be given to labor and material costs in the local area to replace the property in like kind and quality, plus the indirect costs for architect's and engineers' fees, inspection fees, licenses, applicable sales tax, insurance and other incidentals.
 - b. Depreciated Reproduction Cost - Physical deterioration and functional and economic obsolescence, relevant for insurance purposes, will be observed and deducted to arrive at Depreciated Reproduction Cost.

- c. Exclusions and Insurable Values - In computing insurable values, the value of items specifically excluded from coverage in accordance with your present insurance policy will be deducted to arrive at Insurable Reproduction Cost and Depreciated Insurable Value. A copy of the current property insurance policy must be provided to Marshall and Stevens by the County prior to the start of this project.

V. MACHINERY AND EQUIPMENT

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The personal property inventory currently in effect for the County of Yolo will be verified and updated by County personnel and will be provided in tape form to our staff.

This tape will then be converted by our staff on to our software system. We will determine the useful life of each item, as well as the current reproduction cost and add this data to the individual assets in the file.

VI. LAND

- A. Land parcels are to be included in the Fixed Asset Management System on the basis of data to be furnished by County personnel. Such data should include:
 1. Assessor's Parcel Number
 2. Lot, Block and Tract
 3. Description of Use
 - a. Municipal Use
 - b. Future Municipal Use
 - c. Available for Sale
 4. Size in Acres and/or Tenths of Acres
 5. Date of Acquisition
 6. Original Cost (Market Value if donated)
 7. Asset Number
 8. Various Accounting Codes

- B. Marshall and Stevens will instruct County personnel in proper entry of data on input forms and will provide examples of completed forms.
- C. The County should provide a review of completed input forms prior to entry of data to the Fixed Asset Management System. Micro Fiched
- D. If upon completion of the land data accumulation by the County, it is discovered that certain parcels have no original cost data available, or were donated at an amount less than market value as of the date acquired, Marshall and Stevens can estimate an original cost. The fee for this service would be based upon the number of parcels requiring valuation and will be quoted once the number of parcels is determined.

VII. LICENSED VEHICLES, LIBRARY BOOKS AND MINOR EQUIPMENT

- A. Licensed vehicles, library books and minor equipment such as police weapons, uniforms, musical instruments, mobile communication equipment, etc., should be included in the Fixed Asset Management System for insurance and accounting purposes as applicable.
- B. County personnel will include such assets on input documents based upon County records.
- C. Marshall and Stevens will instruct County personnel in property entry of data on input forms and will provide examples of completed forms.
- D. All of this data must be completed prior to the completion of our field work, if it is to be processed by Marshall and Stevens.

VIII. REPORTS

Three complete sets of the original report will be furnished to the County, consisting of:

- 1. An appraisal certification specifying the date and purpose of our report.
- 2. A general description of the assets included, techniques used to gather data and prepare reports and definitions of the terminology and codes used in the reports.

3. A computer generated report of assets by Department Within Fund which displays for each asset or group of assets:

a. Buildings, Machinery and Equipment:

1. County
2. Site Designation
3. Building Number
4. Department
5. Fund
6. Class Code
7. Asset Description - (model number, serial number, manufacturer, when available on asset)
8. Asset Number
9. Quantity
10. Acquisition Year
11. Estimated Useful Life
12. Replacement Year
13. Reproduction Cost New
14. Acquisition Cost
15. Depreciation Reserve
16. Unrecovered Cost
17. Current Year Depreciation
18. Account

Micro Fiched

4. Accounting Summaries - Cost, Depreciation Reserve, Unrecovered Cost and Current Year Depreciation by:
 - a. Department within Fund
 - b. Account within Fund

IX. ELECTRONIC DATA PROCESSING

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In order for the Fixed Asset Information System to become operational, the inventory and valuation data must be electronically processed.

To accomplish this in the most economical manner, we will provide the following software program, which will enable the County to operate the Fixed Asset Information System on its own computer hardware.

Computer Software

Marshall and Stevens will implement a comprehensive Fixed Asset Management System. The system will provide the County with a complete record of all of the subject county's fixed assets. The implementation of the System will include procedures for perpetuation by County personnel.

The system will be installed by Marshall and Stevens on the County's computer for operation by County personnel. The system will enable the County to fulfill its requirements for fixed asset control, and financial reporting and property insurance.

Tape Generation

Marshall and Stevens will generate a tape (data base) to be processed on the County's computer.

Our brochure entitled "Marshall and Stevens Fixed Asset Management System" is enclosed as Addendum C to this proposal.

X. FEE

Our fee for services as described herein is as follows:

Construction for insurance only	\$ 9,500
Construction & Equipment for insurance only	\$17,000
Construction & Equipment for insurance and accounting	\$21,500
Purchase and Installation of "Marshall and Stevens Fixed Asset Management System" on the County's computer	\$12,000

XI. GENERAL

- A. All field notes and working papers prepared as a part of this engagement will remain on file with Marshall and Stevens for a period of five years after delivery of our reports. They will be available for reference should the County be challenged to substantiate an insurance claim or if needed in an audit of property accounts.
- B. A reconciliation will not be made between the results of this project and existing financial statements of the County due to the prior lack of recording retirements and the possibility of unrecorded additions through the years.
- C. Accounting depreciation will be calculated on all assets except land. A depreciation reserve will be established to reflect past use or expired life. The unrecovered cost will be depreciated over the remaining useful life of each asset.
- D. All records, costs and values will be prepared as of June 30, 1979.

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ADDENDUM A

The buildings will be appraised at the following sites:

Woodland, California

1. Courthouse, Court Street
2. Main Jail, North Street
3. Branch Jail, C Street
4. Branch Jail Warehouse, C Street
5. Assessor, Fourth and Court Streets
6. Woodland Library, Court Street
7. Agricultural Building, Cottonwood
8. Buildings & Grounds Shop Building, Cottonwood
9. Building & Grounds Warehouse, Cottonwood
10. Social Services Building, Cottonwood
11. Drug Abuse, Beamer
12. Mental Health Building, Beamer
13. Probation Building, Beamer
14. Probation Annex, Beamer
15. Juvenile Hall, Beamer
16. Building & Grounds Shop, Cottonwood
17. Hospital, Beamer
18. Public Works (Shop), Beamer
19. Public Works (Office Building), Beamer
20. County Warehouse, 512 Oak Street
21. Old Jail (North Street)
22. Gibson Museum, Gibson Road
23. Public Defender, 815 Court Street
24. Public Defender, 819 Court Street
25. Public Defender, 823 Court Street
26. Public Guardian, 424 Fourth Street
27. Veterans Services, 422 Fourth Street

ADDENDUM A
(continued)

Davis, California

1. Davis Library 14th Street

East Yolo, California

1. Turner Library, 1224 Merkley Avenue, West Sacramento
2. Mental Health, 350 C Street, Broderick
3. Public Works, 350 C Street, Broderick
4. Shelter Home, 550 C Street, Broderick
5. Sheriff Substation, C Street, Broderick

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Other

1. Winters Library
2. Madison Townhall
3. Yolo Townhall
4. Dunnigan Townhall
5. Zamora Townhall
6. Knights Landing Public Works
7. Esparto Public Works
8. Airport
9. Cache Creek Canyon Park

MUNICIPAL CLIENTS

CITY OF ALAMEDA
CITY OF ALBUQUERQUE
CITY OF ANAHEIM
CITY OF ARCATA
CITY OF BARSTOW
CITY OF BELLFLOWER
CITY OF BURLINGAME
CITY OF CARSON
CITY OF CARSON CITY
CITY OF CHINO
CITY OF CLAREMONT
CITY OF COMMERCE
CITY OF COMPTON
CITY OF COSTA MESA
CITY OF CYPRESS
CITY OF DOWNEY
CITY OF FAIRFIELD
CITY OF GARLAND
CITY OF GLENDORA
CITY OF GRANTS PASS
CITY OF GRIDLEY
CITY OF HAWTHORNE
CITY OF HEMET
CITY OF HUNTINGTON BEACH
CITY OF INDIO
CITY OF KINGSVILLE
CITY OF LAGUNA BEACH
CITY OF LAKE ELSINORE
CITY OF LEMOORE
CITY OF LONG BEACH
CITY OF LOS ALAMITOS
CITY OF MONTEREY
CITY OF NAPA
CITY OF NORTH LAS VEGAS
CITY OF NORWALK
CITY OF OCEANSIDE
CITY OF ONTARIO
CITY OF OXNARD
CITY OF PACIFIC GROVE
CITY OF PAGE
CITY OF PISMO BEACH
CITY OF PLACERVILLE
CITY OF PORT HEUNEME
CITY OF REDLANDS
CITY OF REDWOOD CITY

Micro Fiched

ADDENDUM B

CITY OF RICHLAND
CITY OF ROSEBURG
CITY OF ROSEMEAD
CITY OF SACRAMENTO
CITY OF SAN CARLOS
CITY OF SAN DIEGO
CITY OF SAN FERNANDO
CITY OF SAN FRANCISCO
CITY OF SAN JOSE
CITY OF SAN LUIS OBISPO
CITY OF SAN MARCOS
CITY OF SANTA FE SPRINGS
CITY OF SANTA ROSA
CITY OF SOUTH SAN FRANCISCO
CITY OF STOCKTON
CITY OF TEMPE
CITY OF THOUSAND OAKS
CITY OF VACAVILLE
TOWN OF VAIL
CITY OF VERNON
CITY OF VISALIA
CITY OF WOODLAND

Micro Fiched

BRAZORIA COUNTY
CLARK COUNTY
FRESNO COUNTY
COUNTY OF HILLSBOROUGH
COUNTY OF KINGS
LASSEN COUNTY
COUNTY OF MARIN
COUNTY OF ORANGE
COUNTY OF PIERCE
COUNTY OF PLUMAS
COUNTY OF SAN BERNARDINO
COUNTY OF SAN FRANCISCO
COUNTY OF SIERRA

PORT OF HOUSTON
PORT OF PORTLAND

STATE OF FLORIDA
STATE OF MINNESOTA
STATE OF MONTANA
STATE OF OHIO

Box
FILED

JUL 31 1979

PETER McNAMEE, Clerk

By [Signature]
DEPUTY

AGREEMENT NO. 79-294

(Agreement for Emergency Services from Social Temporal
Emergency Alleviation Committee, S.T.E.A.C.)

THIS AGREEMENT, made and entered into this 31st day of July,
1979, by and between the County of Yolo, a political subdivision of
the State of California, hereinafter called COUNTY, and S.T.E.A.C.,
hereinafter called PROVIDER.

W I T N E S S E T H:

Micro Fiched

I. RECITALS:

A. COUNTY is desirous of making provisions for emergency services such as emergency shelter, food, counseling, furniture and clothing, emergency loans, and other emergency services, for persons within Yolo County who are in need of such emergency services and have no other resources immediately available to provide for them.

B. PROVIDER is a volunteer agency that provides emergency services to those persons who are in need, and referrals are made by Social Services staff by calling PROVIDER'S hot-line number.

C. PROVIDER represents that it possesses the necessary facilities and supplies to provide the desired emergency services.

D. PROVIDER agrees to carry out the services for COUNTY described herein under the terms and conditions set forth in this agreement.

II. AGREEMENTS:

A. PROVIDER shall provide a telephone hot-line for emergency services to persons who are in need.

B. Payment by COUNTY to PROVIDER each month shall be in the

1 amount of PROVIDER'S telephone bill for such month. For a period
2 beginning January 1, 1979 and ending June 30, 1979, upon the rendi-
3 tion of the telephone bill, payment shall be made on the 10th of
4 each month for the previous month's service. The total amount to be
5 paid to PROVIDER shall not exceed \$552.

6 C. PROVIDER shall submit to the Department of Social Services
7 a copy of PROVIDER'S annual activity report which PROVIDER submits
8 to the United Way. Micro Fiched

9 D. PROVIDER shall abide by the Civil Rights Act of 1974 and
10 any other federal or state legislation which prohibits discrimina-
11 tion on the basis of sex, race, religion, age, handicap or ethnic
12 background in hiring of employees or in providing services under
13 this agreement.

14 E. It is specifically understood that PROVIDER is an inde-
15 pendent contractor and is not subject to the direction and control
16 of COUNTY except as to final results. PROVIDER shall be solely
17 liable and responsible to pay all required taxes and other obliga-
18 tions, including but not limited to withholding and social security.
19 PROVIDER agrees to indemnify and hold COUNTY harmless from any
20 liability which it may incur to the federal or state government as a
21 consequence of this contract.

22 F. The term of this agreement shall be for a period of six
23 (6) months beginning on January 1, 1979 and ending on June 30, 1979.
24 This writing contains all of the terms agreed upon by the parties.
25 No other understandings, oral or otherwise, regarding this agreement
26 shall be deemed to exist or to bind any of the parties hereto. This

1 agreement may be amended, modified or terminated by either party
2 upon sixty (60) days' notice, or by COUNTY without notice for viola-
3 tion by PROVIDER of any term or condition of this agreement. Any
4 assignment of this agreement shall require prior written consent of
5 COUNTY. Such consent, once given, shall not be deemed to waive the
6 requirement of consent by COUNTY for any subsequent assignments.

7 IN WITNESS WHEREOF, the parties hereto have executed this
8 agreement on the 31st day of July, 1979.

Micro Fished

10 COUNTY OF YOLO, a political subdivision
11 of the State of California

12 By Boby A. Moreland
13 Chairman of the Board of Supervisors
14 County of Yolo, State of California

15 SOCIAL TEMPORAL EMERGENCY ALLEVIATION
16 COMMITTEE (S.T.E.A.C.)

17 By Charles Bencken
18 Charles Bencken, President

19 Betsy Bencken
20 Betsy Bencken, Co-President

21 PROVIDER

22 APPROVED AS TO FORM

23 CHARLES R. MACK
24 COUNTY COUNSEL

25 By Charles R. Mack
26 DEPUTY COUNTY COUNSEL

County of Yolo
Date July 24, 1979
Supplement No. 5, Revised
To Local Agency-State
Agreement No. 03-5922

Micro Fished

Pursuant to the Federal-Aid for Secondary Highways, Act, the attached "Program" of Federal-Aid Secondary Projects marked "Exhibit B" is hereby incorporated in that Master Agreement for the Federal-Aid Program which was entered into between the above-named COUNTY and the STATE on July 19, 1977, and is subject to all of the terms and conditions thereof.

Supervisors on July 31-1979 (See copy attached).

By Bobby A. Marchand
Chairman, Board of
Supervisors

Attest: Peter McNamara
Clerk

By Barclay B. Deputy

Date _____

Approved as to Form

Date: _____

County Council of Yolo County

[illegible]

PROGRAM
OF
FEDERAL AID SECONDARY PROJECTS

EXHIBIT B

Date: July 24, 1979

PROGRAM SUPPLEMENT NO.: 5, Revised

County: Yolo

Project No.	Location & Description	Total Cost Est.	Federal Funds	Matching Funds	
				State	County
SR-X113 (1) [RS-V557 (2)] [RS-V559 (1)] [RS-Y035 (1)]	On County Roads 13, 14, 87 & 98 at various locations	<u>FOR CONSTRUCTION</u> \$456,000	\$288,729	\$144,365	\$22,906
	AC Overlay				

Special Covenants or Remarks: 1. The County will administer this project with the approval of the State. 2. In awarding, or agreeing to award the contract, the Local Agency agrees the payment of Federal funds will be limited to the detail estimate amount approved by the Federal Highway Administration in the Federal-Aid Project Agreement (PR-2), or its modification (PR-2A), and accepts any increases in Local Agency Funds. 3. This program supplement supersedes and replaces County State Agreement/Program Supplement No. 5 executed by County on September 24, 1978.

Micro Filled



19
COUNTY OF YOLO
Woodland, California

COUNTY OF YOLO
DEPARTMENT OF PUBLIC WORKS
ROAD COMMISSIONER - SURVEYOR - ENGINEER
292 WEST BEAVER STREET - TELEPHONE 666-8428
WOODLAND, CALIFORNIA 95675

20
JUL 31 1979
LLOYD H. ROBERTS, DIRECTOR

July 31, 1979

Micro Fiched

Honorable BETSY A. MARCHAND, Chairman and
Members of the Board of Supervisors

Subject: Federal Aid Secondary (3R) project to resurface certain County
Roads. (Amends Yolo County Agreement #78-242)

Discussion:

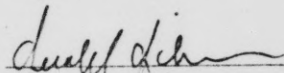
The attached program and resolution authorizing execution of said program is to "update" program supplement #5 which was executed August 30, 1978. This revision is required to take advantage of federal aid funds in the amount of approximately \$433,000 currently available for the overlay project awarded by your Board on July 10, 1979.

It is therefore recommended that your Board adopt the attached resolution authorizing the Chairman of the Board of Supervisors to execute said agreement.

Transmittals:

1. Draft of Resolution approving agreement.
2. Copy of Program Supplement #05 (revised).

Respectfully submitted


GERALD N. GIBSON, Deputy

GNG/rlc

RECEIVED

JUL 26 1979

PETER McNAMEE, Clerk

By _____

Deputy

DEPARTMENT OF TRANSPORTATION

DISTRICT 3

P. O. BOX 911, MARYSVILLE 95901



Telephone (916) 674-4530

July 26, 1979

(20)

03-Yo1-V557,V559,Y035-CR
RS-V557(2) CR 87
RS-V559(1) CR 13, 14
RS-V035(1) CR 98
SR-X113(1)

Micro Fiched

Mr. Lloyd Roberts
Director of Public Works
of Yolo County
292 West Beamer Street
Woodland, CA 95695

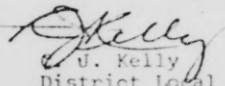
Dear Mr. Roberts:

Attached in duplicate is Program Supplement No. 05, Revised,
to Local Agency-State Agreement No. 03-5922.

When the agreement has been executed and dated, please return
both agreements and the authorizing resolution to the District.
After execution by the District, one of the originals will be
returned to you for your files.

Very truly yours,

LEO J. TROMBATORE
District Director of Transportation


U. Kelly
District Local Assistance Engineer

Attachs.

BK

ORIGINAL

AGREEMENT NO. 79-295

County Yolo
Date July 24, 1979
Supplement No. 5, Revised
To Local Agency-State
Agreement No. 03-5922

PROGRAM

OF

RECEIVED

COUNTY FEDERAL AID SECONDARY PROJECTS

FILED

SEP - 3 1981

IN THE

SEP - 3 1981

CLERK OF THE
BOARD OF SUPERVISORS

PETE E. LUCAS, Clerk of the
BOARD OF SUPERVISORS
BY *[Signature]*

YOLO

County

DEPUTY

Pursuant to the Federal-Aid for Secondary Highways, Act, the attached "Program" of Federal-Aid Secondary Projects marked "Exhibit B" is hereby incorporated in that Master Agreement for the Federal-Aid Program which was entered into between the above-named COUNTY and the STATE on July 19, 1977, and is subject to all of the terms and conditions thereof.

The subject program is adopted in accordance with Paragraph 2 of Article II of the aforementioned agreement under authority of County Resolution No. 79-109 approved by the Board of Supervisors on July 31, 1979 (See copy attached).

128,921.68
15,273.32
110.00
220.00
288,509.00

Yolo
County

By *[Signature]*
Title

PETER McNAMEE

Attest: *[Signature]*
Dept. Clerk

Approved for State

[Signature]
District Director of Transportation

8-1-79
Date

District 03
Department of Transportation

Approved as to Form

Dated

County Counsel of Yolo County

DH-OLA-256 (4-77)

I hereby certify upon my own personal knowledge that the following items are available for this encumbrance.				Amount Budgeted		Amount Available	
Chapter	Status	Item	Fiscal Year	Fund Source	Category	Amount	
351	77	100-16	1977-78	AS 17	220	433,094	
351	77	150-16	1978-79	AS 17	220	220	
351	77	150-16	1979-80	AS 17	220	220	
351	77	150-16	1980-81	AS 17	220	220	
351	77	150-16	1981-82	AS 17	220	220	
351	77	150-16	1982-83	AS 17	220	220	
351	77	150-16	1983-84	AS 17	220	220	
351	77	150-16	1984-85	AS 17	220	220	
351	77	150-16	1985-86	AS 17	220	220	
351	77	150-16	1986-87	AS 17	220	220	
351	77	150-16	1987-88	AS 17	220	220	
351	77	150-16	1988-89	AS 17	220	220	
351	77	150-16	1989-90	AS 17	220	220	
351	77	150-16	1990-91	AS 17	220	220	
351	77	150-16	1991-92	AS 17	220	220	
351	77	150-16	1992-93	AS 17	220	220	
351	77	150-16	1993-94	AS 17	220	220	
351	77	150-16	1994-95	AS 17	220	220	
351	77	150-16	1995-96	AS 17	220	220	
351	77	150-16	1996-97	AS 17	220	220	
351	77	150-16	1997-98	AS 17	220	220	
351	77	150-16	1998-99	AS 17	220	220	
351	77	150-16	1999-00	AS 17	220	220	
351	77	150-16	2000-01	AS 17	220	220	
351	77	150-16	2001-02	AS 17	220	220	
351	77	150-16	2002-03	AS 17	220	220	
351	77	150-16	2003-04	AS 17	220	220	
351	77	150-16	2004-05	AS 17	220	220	
351	77	150-16	2005-06	AS 17	220	220	
351	77	150-16	2006-07	AS 17	220	220	
351	77	150-16	2007-08	AS 17	220	220	
351	77	150-16	2008-09	AS 17	220	220	
351	77	150-16	2009-10	AS 17	220	220	
351	77	150-16	2010-11	AS 17	220	220	
351	77	150-16	2011-12	AS 17	220	220	
351	77	150-16	2012-13	AS 17	220	220	
351	77	150-16	2013-14	AS 17	220	220	
351	77	150-16	2014-15	AS 17	220	220	
351	77	150-16	2015-16	AS 17	220	220	
351	77	150-16	2016-17	AS 17	220	220	
351	77	150-16	2017-18	AS 17	220	220	
351	77	150-16	2018-19	AS 17	220	220	
351	77	150-16	2019-20	AS 17	220	220	
351	77	150-16	2020-21	AS 17	220	220	
351	77	150-16	2021-22	AS 17	220	220	
351	77	150-16	2022-23	AS 17	220	220	
351	77	150-16	2023-24	AS 17	220	220	
351	77	150-16	2024-25	AS 17	220	220	
351	77	150-16	2025-26	AS 17	220	220	
351	77	150-16	2026-27	AS 17	220	220	
351	77	150-16	2027-28	AS 17	220	220	
351	77	150-16	2028-29	AS 17	220	220	
351	77	150-16	2029-30	AS 17	220	220	
351	77	150-16	2030-31	AS 17	220	220	
351	77	150-16	2031-32	AS 17	220	220	
351	77	150-16	2032-33	AS 17	220	220	
351	77	150-16	2033-34	AS 17	220	220	
351	77	150-16	2034-35	AS 17	220	220	
351	77	150-16	2035-36	AS 17	220	220	
351	77	150-16	2036-37	AS 17	220	220	
351	77	150-16	2037-38	AS 17	220	220	
351	77	150-16	2038-39	AS 17	220	220	
351	77	150-16	2039-40	AS 17	220	220	
351	77	150-16	2040-41	AS 17	220	220	
351	77	150-16	2041-42	AS 17	220	220	
351	77	150-16	2042-43	AS 17	220	220	
351	77	150-16	2043-44	AS 17	220	220	
351	77	150-16	2044-45	AS 17	220	220	
351	77	150-16	2045-46	AS 17	220	220	
351	77	150-16	2046-47	AS 17	220	220	
351	77	150-16	2047-48	AS 17	220	220	
351	77	150-16	2048-49	AS 17	220	220	
351	77	150-16	2049-50	AS 17	220	220	
351	77	150-16	2050-51	AS 17	220	220	
351	77	150-16	2051-52	AS 17	220	220	
351	77	150-16	2052-53	AS 17	220	220	
351	77	150-16	2053-54	AS 17	220	220	
351	77	150-16	2054-55	AS 17	220	220	
351	77	150-16	2055-56	AS 17	220	220	
351	77	150-16	2056-57	AS 17	220	220	
351	77	150-16	2057-58	AS 17	220	220	
351	77	150-16	2058-59	AS 17	220	220	
351	77	150-16	2059-60	AS 17	220	220	
351	77	150-16	2060-61	AS 17	220	220	
351	77	150-16	2061-62	AS 17	220	220	
351	77	150-16	2062-63	AS 17	220	220	
351	77	150-16	2063-64	AS 17	220	220	
351	77	150-16	2064-65	AS 17	220	220	
351	77	150-16	2065-66	AS 17	220	220	
351	77	150-16	2066-67	AS 17	220	220	
351	77	150-16	2067-68	AS 17	220	220	
351	77	150-16	2068-69	AS 17	220	220	
351	77	150-16	2069-70	AS 17	220	220	
351	77	150-16	2070-71	AS 17	220	220	
351	77	150-16	2071-72	AS 17	220	220	
351	77	150-16	2072-73	AS 17	220	220	
351	77	150-16	2073-74	AS 17	220	220	
351	77	150-16	2074-75	AS 17	220	220	
351	77	150-16	2075-76	AS 17	220	220	
351	77	150-16	2076-77	AS 17	220	220	
351	77	150-16	2077-78	AS 17	220	220	
351	77	150-16	2078-79	AS 17	220	220	
351	77	150-16	2079-80	AS 17	220	220	
351	77	150-16	2080-81	AS 17	220	220	
351	77	150-16	2081-82	AS 17	220	220	
351	77	150-16	2082-83	AS 17	220	220	
351	77	150-16	2083-84	AS 17	220	220	
351	77	150-16	2084-85	AS 17	220	220	
351	77	150-16	2085-86	AS 17	220	220	
351	77	150-16	2086-87	AS 17	220	220	
351	77	150-16	2087-88	AS 17	220	220	
351	77	150-16	2088-89	AS 17	220	220	
351	77	150-16	2089-90	AS 17	220	220	
351	77	150-16	2090-91	AS 17	220	220	
351	77	150-16	2091-92	AS 17	220	220	
351	77	150-16	2092-93	AS 17	220	220	
351	77	150-16	2093-94	AS 17	220	220	
351	77	150-16	2094-95	AS 17	220	220	
351	77	150-16	2095-96	AS 17	220	220	
351	77	150-16	2096-97	AS 17	220	220	
351	77	150-16	2097-98	AS 17	220	220	
351	77	150-16	2098-99	AS 17	220	220	
351	77	150-16	2099-00	AS 17	220	220	
351	77	150-16	2100-01	AS 17	220	220	
351	77	150-16	2101-02	AS 17	220	220	
351	77	150-16	2102-03	AS 17	220	220	
351	77	150-16	2103-04	AS 17	220	220	
351	77	150-16	2104-05	AS 17	220	220	
351	77	150-16	2105-06	AS 17	220	220	
351	77	150-16	2106-07	AS 17	220	220	
351	77	150-16	2107-08	AS 17	220	220	
351	77	150-16	2108-09	AS 17	220	220	
351	77	150-16	2109-10	AS 17	220	220	
351	77	150-16	2110-11	AS 17	220	220	
351	77	150-16	2111-12	AS 17	220	220	
351	77	150-16	2112-13	AS 17	220	220	
351	77	150-16	2113-14	AS 17	220	220	
351	77	150-16	2114-15	AS 17	220	220	
351	77	150-16	2115-16	AS 17	220	220	
351	77	150-16	2116-17	AS 17	220	220	
351	77	150-16	2117-18	AS 17	220	220	
351	77	150-16	2118-19	AS 17	220	220	
351	77	150-16	2119-20	AS 17	220	220	
351	77	150-16	2120-21	AS 17	220	220	
351	77	150-16	2121-22	AS 17	220	220	
351	77	150-16	2122-23	AS 17	220	220	
351	77	150-16	2123-24	AS 17	220	220	
351	77	150-16	2124-25	AS 17	220	220	
351	77	150-16	2125-26	AS 17	220	220	
351	77	150-16	2126-27	AS 17	220	220	
351	77	150-16	2127-28	AS 17	220	220	
351	77	150-16	2128-29	AS 17	220	220	
351	77	150-16	2129-30	AS 17	220	220	
351	77	150-16	2130-31	AS 17	220	220	
351	77	150-16	2131-32	AS 17	220	220	
351	77	150-16	2132-33	AS 17	220	220	
351	77	150-16	2133-34	AS 17	220	220	
351	77	150-16	2134-35	AS 17	220	220	
351	77	150-16	2135-36	AS 17	220	220	
351	77	150-16	2136-37	AS 17	220	220	
351	77	150-16	2137-38	AS 17	220	220	
351	77	150-16	2138-39	AS 17	220	220	
351	77	150-16	2139-40	AS 17	220	220	
351	77	150-16	2140-41	AS 17	220	220	
351	77	150-16	2141-42	AS 17	220	220	
351	77	150-16	2142-43	AS 17	220	220	
351	77	150-16	2143-44	AS 17	220	220	
351	77	150-16	2144-45	AS 17	220	220	
351	77	150-16	2145-46	AS 17	220	220	
351	77	150-16	2146-47	AS 17	220	220	
351	77	150-16	2147-48	AS 17	220	220	
351	77	150-16	2148-49	AS 17	220	220	
351	77	150-16	2149-50	AS 17	220	220	
351	77	150-16	2150-51	AS 17	220	220	
351	77	150-16	2151-52	AS 17	220	220	
351	77	150-16	2152-53	AS 17	220	220	
351	77	150-16	2153-54	AS 17	220	220	
351	77	150-16	2154-55	AS 17	220	220	
351	77	150-16	2155-56	AS 17	220	220	
351	77	150-16	2156-57	AS 17	220	220	
351	77	150-16	2157-58	AS 17	220	220	
351	77	150-16	2158-59	AS 17	220	220	
351	77	150-16	2159-60	AS 17	220	220	
351	77						

PROGRAM
OF
FEDERAL AID SECONDARY PROJECTS

EXHIBIT B

Date: July 24, 1979

PROGRAM SUPPLEMENT NO.: 5, Revised

County: Yolo

Project No.	Location & Description	Total Cost Est.	Federal Funds	Matching Funds	
				State	County
SR-X113 (1) RS-V557 (2) RS-V559 (1) RS-Y035 (1)	On County Roads 13, 14, 87 & 98 at various locations AC Overlay	<u>FOR CONSTRUCTION</u> \$456,000	 \$288,729	\$144,365	\$22,906

Special Covenants or Remarks: 1. The County will administer this project with the approval of the State. 2. In awarding, or agreeing to award the contract, the Local Agency agrees the payment of Federal funds will be limited to the detail estimate amount approved by the Federal Highway Administration in the Federal-Aid Project Agreement (PR-2), or its modification (PR-2A), and accepts any increases in Local Agency Funds. 3. This program supplement supersedes and replaces County State Agreement/Program Supplement No. 5 executed by County on September 24, 1978.

Original

FILED

AGREEMENT NO. 79-296

JUL 31 1979

Woodland, California

PETER McNAMEE, Clerk

By *[Signature]* DEPUTY

July 31, 1979

JOE KAMAKICHI YAMADA AND HARU YAMADA, his wife, an undivided 2/3 interest; and HENRY Y. YAMADA, by deed dated November 13, 1958, and undivided 1/3 interest.

GRANTORS

Micro Fiches

RIGHT OF WAY CONTRACT

COUNTY HIGHWAY

Document No. 79-13 in the form of a Grant Deed, covering the following described property:

A parcel of land situate partially in Yolo County, California and partially in Solano County, California, said parcel being more particularly described as follows:

COMMENCING at the Southeast corner of Section 13, Township 8 North, Range 2 East, M.D.B. & M., Yolo County, California, as said corner appears of record on that certain Map of Montgomery Property, filed in Book 8 of Maps and Surveys at Page 59, Yolo County Records, said corner also being in the centerline of County Road No. 104; thence South 00° 53'30" West 1450.50 feet along the centerline of County Road No. 104, as said centerline is described in that certain Grant Deed recorded April 15, 1969, in Book 908 Yolo County Official Records at Page 305; thence North 89° 06'30" West 25.00 feet to the occupied Westerly right of way line of County Road No. 104, THE TRUE POINT OF BEGINNING; THENCE South 08° 33'32" West 100.90 feet; thence South 01° 08'22" West 50.00 feet; thence South 06° 17'18" East 50.40 feet; thence South 01° 08'22" West 124.73 feet to a tangent curve; thence along said curve, concave to the West, with a radius of 3220.00 feet, through a central angle of 08° 48'10", with a chord bearing South 05° 32'27" West 494.23 feet, an arc length of 494.71 feet to a tangent line; thence South 09° 56'32" West 204.90 feet along said tangent line to a tangent curve; thence along said curve, concave to the East, with a radius of 3130.00 feet, through a central angle of 03° 38'01", with a chord bearing South 08° 07'32" West 198.47 feet, an arc length of 198.50 feet to a fence at the Southerly line of Grantor's property, as occupied; thence along said fence and the occupied Westerly right of way line of County Road No. 104, the following four (4) courses: (1) North 89° 18'27" East 17.14 feet, (2) North 26° 32'26" East 159.98 feet, (3) North 12° 01'58" East 97.39 feet (4) North 00° 53'30" East 976.33 feet to the true point of beginning.

1 Containing 0.832 acres.
2 has been executed and delivered to Lloyd H. Roberts, Director of
3 Public Works of the County of Yolo.

4 In consideration of which, and the other consideration
5 hereinafter set forth, it is mutually agreed as follows:

6 1. The parties have herein set forth the whole of their
7 agreement. Micro Fiched

8 The performance of this agreement constitutes the entire
9 consideration for said document and shall relieve the County of
10 Yolo of all further obligations or claims on this account, or on
11 account of the location, grade and construction of the proposed
12 public improvement.

13 II. The County shall:

14 A. Pay the undersigned grantor the sum of \$3,000.00
15 for the property as conveyed by Grant Deed No. 79-13 (herein
16 described) within sixty (60) days after date title to said
17 property vests in, or is in escrow for the County of Yolo, free
18 and clear of all liens, encumbrances, assessments, easements,
19 and leases recorded and/or unrecorded.

20 This transaction will be handled through an escrow number
21 76716 with Western Title Insurance Company of Woodland.

22 B. Pay all escrow and recording fees incurred in this
23 transaction including documentary tax stamps, if required, and
24 if title insurance is desired by the County, the premium charged
25 therefor.

26 C. During construction of this project, known as County
27 Road No. 104, Work Order No. 4296, the County will:

28 ///

///

Replace

1. ~~Relocate~~ approximately 110 feet of existing post and wire fence ^{WITH NEW POSTS & WARE,} ^{NEW FENCE TO BE LOCATED} between Stations 38+80 and 39+90 left. Approximately 5 feet West of existing fence. ss.

2. Relocate asparagus plants left of station 38+40 onto Grantor's remaining property.

III. Grantor hereby agrees to permit County or its Contractor to enter upon the lands of the Grantor as may be necessary to accomplish the work as described in C above.

In WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

GRANTORS

Micro Fiched

Joe Kamakichi Yamada
Joe Kamakichi Yamada

Haru Yamada
Haru Yamada

Henry Y. Yamada
Henry Y. Yamada

Dated: JULY 24, 1979

Recommended for Approval

By *W. R. G. Gualdoni*

Robert A. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED.

APPROVED AS TO FORM:

[Signature]
County Counsel, Yolo County

AGREEMENT NO. 79-297

SUBDIVISION IMPROVEMENT AGREEMENT

FILED

AUG - 2 1979

Subdivision No. 2782

Unit No. 2-B

(Westwoods)

PETER McNAMARA, CIVIL

DEPUTY

THIS AGREEMENT is made and entered into on this 31st day of July, 1979, by and between J. and L. Properties hereinafter referred to as "Subdivider" and the County of Yolo, hereinafter referred to as "County".

Micro Fiched

WHEREAS, the Subdivider proposes to subdivide and develop that area known and referred to as Subdivision No. 2782, Unit No. 2-B and promises to present plans and specifications for the development thereof.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. That the Subdivider will develop and construct in and adjacent to said Subdivision No. 2782, Unit No. 2-B Public improvements including but not limited to street improvements consisting of concrete curbs, gutters, side-walks, and driveway aprons, asphalt paving and base, water distribution system, waste water collection system, and on-site and off-site storm drainage facilities necessary to adequately drain said Subdivision in accordance with said plans and specifications to be prepared in conformance with the standards imposed by law, all in accordance with said Yolo County Improvement Standards and Specifications and approved by the Department of Public Works and complete the same within twenty-four (24) months after the date hereon in good and workmanlike manner; and upon completion relinquish said improvements to the agency of jurisdiction as agreed upon herein.
2. That the Subdivider shall obtain and file with the County good and sufficient "Improvement Securities" in favor of the County of Yolo and in a form approved by the County Pursuant to Chapter 5, Division 2, Title 7, of the California Government Code. The amount of such "Improvement Securities" shall be as follows:

(1) Not less than fifty percent (50%) of the estimated costs of the public improvements to be constructed pursuant to Article 1 of this Agreement, to guarantee faithful performance.

(2) Not less than fifty percent (50%) of the estimated costs of the public improvements to be constructed pursuant to Article 1 of this Agreement, to guarantee payments to contractors, laborers, and materialmen.

3. That the Subdivider reserves the right to modify said plans and specifications as the development progresses, with written approval of the Director of Public Works of the County, should unforseen conditions occur which may require such modifications.
4. That the Subdivider shall pay to the County the actual cost of checking plans and inspecting construction of improvements in accordance with the Yolo County Code Section 8-1.1107 prior to final acceptance of improvements and shall deposit \$12,355.00 for said purpose. Micro Fiched
5. That Subdivider shall indemnify and hold harmless the County from any and all loss, damage, or liability resulting from Subdivider's performance or non-performance of his duties under this Agreement, or from negligence of himself or his agents, servants, and employees, and all action or causes of action filed by any person or persons claiming damage caused by the development of said Subdivision No. 2782, Unit No. 2-B.
6. That Subdivider will furnish County evidence acceptable to the County of insurance, insuring County against Claims for personal liability and property damage arising in the course of construction of improvements required herein in the sum of \$500,000.00 in respect to personal injuries and/or death of any one person, \$1,000,000.00 in respect to personal injuries or death for any one occurrence and \$500,000.00 in respect to property damage in any one occurrence.
7. That Subdivider shall notify the Director of Public Works of the commencement of the work of improvements.
8. That the completion of the development of said Subdivision No. 2782, Unit No. 2-B shall be the date as of which the Board of Supervisors shall, by resolution duly passed and adopted, accept said improvements according to said plans and specifications, as modified, if such modification is required under the terms hereof, and the Subdivider is notified thereof in writing. Neither passage of said resolution hereinabove referred to, nor periodic or progress inspection or approval shall bind the County to accept said improvements, or waive any defect in the same or any breach of this agreement. Acceptance of any part or state of said improvement shall not be final until the written notice of final acceptance of all the improvements shall have been delivered to the Subdivider as herein required.

It is mutually understood and agreed that off-site improvements (consisting of a portion of Linden Road, and temporary storm drain pumps and outfall ditches) are to be constructed as an integral part of Subdivision No. 2782-1A, "Larchmont Summerfield". It is further agreed that none of the public improvements constructed as a part of this subdivision shall be accepted by Yolo County until and after such time as all "off-site" improvements to be constructed by others are fully completed and accepted by the County of Yolo.

In the event of default or failure on the part of the Developer of Subdivision No. 2782-1A to construct those off-site improvements, the Subdivider shall do all things necessary to complete or cause to be completed the balance of said portion of Linden Road, Temporary Storm Drain Pump and Outfall Ditches as may be incomplete in accordance with plans approved therefore.

Micro Fiched

9. That the Subdivider agrees to remedy any defects in the improvement arising from faulty or defective construction of said improvements occurring within twelve (12) months after acceptance thereof.
10. If the construction of the work or improvement should be delayed without fault of Subdivider, the time for the completion thereof may be extended by the County for such period of time as the County may deem reasonable.
11. That should the Subdivider fail to construct said improvements, repairs, or corrective work within the time or times specified in this Agreement or amendments thereto, the County may, at its option, complete the same and recover the cost thereof from the Subdivider.
12. Where required pursuant to the provision of Section 66496 of the California Government Code the Subdivider shall furnish the County a bond or cash deposit in the amount of \$800.00 guaranteeing payment of the cost of setting monuments of survey.
13. It is mutually understood and agreed that when the work of improvement is accepted as defined herein, fifteen percent (15%) or five hundred dollars (\$500.00), whichever is greater, of the "Improvement Security" shall be retained by the County to guarantee the faithful performance of the provisions of Paragraph 9 of this Agreement.
14. Any extension of time hereunder shall not operate to release the surety on the Improvement Securities filed pursuant to this Agreement. In this connection, the security waives the provisions of Section 2819 of the Civil Code of the State of California.

15. The acceptance by County of bonds required herein is conditioned upon surety's fulfillment of the prerequisites set forth in Rule 242(a), formerly Rule 29(a) of the Rules for the Superior Court, State of California.
16. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assign of the respective parties hereto.

IN WITNESS WHEREOF, the parties have hereto set their signatures as of the date first above named herein.

Micro Fiched

COUNTY OF YOLO

By

B. G. Morehead
CHAIRMAN OF THE BOARD OF SUPERVISORS

SUBDIVIDER

By

By

ATTEST:

PETER McNAMEE
County Clerk

By

Peter McNamee
(Deputy)

Recommended for Approval to the Board
of Supervisors of the County of Yolo:

Ed H. Heston
Director of Public Works

AUG - 2 1979

APPROVED AS TO FORM:

County Counsel Dep.

Date: _____

AGREEMENT NO. 79-298

AGREEMENT TO PROVIDE

PROFESSIONAL CONSULTING SERVICES

TO YOLO COUNTY, CALIFORNIA

FILED

AUG 8 - 1979

PETER McNAMEE, Clerk

By *[Signature]*
Deputy

THIS AGREEMENT, entered into this 31st day of July, 1979, and effective immediately by and between David M. Griffith and Associates Ltd., (hereinafter call "Consultant") and the County of Yolo, State of California, (hereinafter call the "County"), WITNESSETH THAT:

Micro Fiched

WHEREAS, the County has programs which it operates with Federal funding and

WHEREAS, the County supports these programs with support services paid from County appropriated funds, and

WHEREAS, the United States government will pay a fair share of these costs if supported by an approved cost allocation plan, and

WHEREAS, the Consultant is staffed with personnel knowledgeable and experienced in the requirements of developing and negotiating such governmental cost allocation plans, and

WHEREAS, the County desires to engage the Consultant to assist in developing a plan which conforms to Federal requirements and will be approved by their representatives,

NOW THEREFORE, the parties hereto mutually agree as follows:

1. Employment of Consultant. The County agrees to engage the Consultant and the Consultant hereby agrees to perform the following services.
2. Scope of Services. The Consultant shall do, perform, and carry out in a good and professional manner the following services:
 - A. Development of a central services cost allocation plan for the fiscal year ended June 30, 1981 (based on final financial data for the fiscal year ended June 30, 1979), which identifies the various costs incurred by the County to support and administer Federal programs. This plan will contain a determination of the allowable costs of providing legal counsel, disbursement processing, etc. This plan shall be prepared strictly in accordance with all the terms, provisions, and standards set forth in Federal Management Circular 74-4 or any amendments thereto or replacements thereof.
 - B. Negotiation of completed cost allocation plan with the representative of the State, Office of the Controller. These negotiations must be successfully conducted on the County's behalf before any compensation is due the Consultant.

- C. Assistance in preparing the initial claims to the State for recovery of funds due the County. Consultant will also monitor the progress of claims through the State to insure the County receives all recoveries due it.
- D. Conduct a survey of County departments/agencies to assess the need for individual cost allocation plans for indirect cost rate proposals.
3. Time of Performance. The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purposes of the agreement. All services required hereunder shall be completed by January 31, 1980. The cost allocation plan will be available by December 1, 1979 for your review and our negotiation with State representatives.
4. Compensation. The County agrees to pay the Consultant a sum not to exceed seventeen thousand two hundred and fifty--- Dollars (\$17,250) for all services required herein, which shall include reimbursement for expenses incurred. Consultant agrees to complete the project and all services provided herein for said sum, if the County recovers this or a greater amount of monies than would have been recovered had the methodology and allocation sources utilized by the County in the previous years plan, been used. See method of payment for compensation limitation if additional recoveries are less than the fee specified in this paragraph.
5. Method of Payment. Payment will be made by the County to the Consultant from funds recovered in an amount greater than the recoveries that would result in using the County's prior year methodology and allocation sources, up to the maximum amount agreed upon in paragraph 4. Payment is due in full following submission of the approved (by the State Office of the Controller) cost allocation plan to the County. Consultant will receive all additional recoveries until the amount in paragraph 4 is paid in full. Should the County recover, due solely to the plan, an additional amount less than the amount needed to satisfy Consultant's fees, then Consultant's fee is limited to the amount of those additional recoveries. The methodology for computing additional recoveries has been mutually agreed to by the County and the Consultant and is attached to this agreement as Addendum A.
6. Failure to Agree on Additional Recovered Amount - Should the County and the Consultant fail to agree as to the resulting computation of additional recoveries the County may at its sole discretion reject the Consultant prepared plan. If the County elects to implement this option, this contract will be deemed to be null and void. The County shall be deemed to have incurred no obligation to the Consultant and the Consultant shall be deemed to have incurred no obligation to the County. All plans and work papers generated in the preparation of the rejected plan become the property of the Consultant.

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7. Changes. The County may, from time to time, require changes in the scope of services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in written amendment to this agreement.
8. Services and Materials to be Furnished by County. The County shall furnish the Consultant with all available necessary information, data, and materials pertinent to the execution of this agreement. The County shall cooperate with the Consultant in carrying out the work herein and shall provide adequate staff for liaison with the Consultant and other agencies of County government.
9. Termination of Agreement for Cause. If, through any cause, the Consultant shall fail to fulfill in timely and proper manner his obligation under this agreement, the County shall thereupon have the right to terminate this agreement with or without cause, by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. Micro Fiched
10. Information and Reports. The Consultant shall, at such time and in such form as the County may require, furnish said periodic reports concerning the status of the project, such statements, certificates, approvals, and copies of proposed and executed plans and claims and other information relative to the project as may be requested by the County. The Consultant shall furnish the County, upon request, with copies of all documents and materials prepared or developed in relation with or as part of the project. Working papers prepared in conjunction with the cost allocation plan will be turned over to the County for safekeeping.
11. Records and Inspections. The Consultant shall maintain full and accurate records with respect to all matters covered under this agreement. The County shall have free access at all proper times to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.
12. Accomplishment of Project. The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound, economical, and efficient manner, in accordance with the provisions thereof and all applicable laws. In accomplishing the project, the Consultant shall take such steps as are appropriate to insure that the work involved is properly coordinated with related working being carried on in the County.
13. Provisions Concerning Certain Waivers. Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgement of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.

14. Matters to be Disregarded. The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
15. Completeness of Contract. This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.
16. County Not Obligated to Third Parties. The County shall not be obligated or liable hereunder to any party other than the Consultant. Micro Fiched
17. When Rights and Remedies Not Waived. In no event shall the making by the County of any payment to the Consultant constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist, on the part of the Consultant, and the making of any such payment by the County while any such breach or default shall exist in no wise impair or prejudice any right or remedy available to the County in respect to such breach or default.
18. Personnel. The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All of the services required hereunder will be performed by the Consultant or under his supervision, and all personnel engaged in the work shall be fully qualified to perform such services.
19. Consultant Liability if Audited. The Consultant will assume all financial and statistical information provided to the Consultant by County employees or representatives is accurate and complete. Any subsequent disallowance of funds paid to the County under the plan is the sole responsibility of the County. Consultant will, however, provide assistance to the County should an audit be undertaken of County indirect costs.
20. Notices. Any notices, bills, invoices, or reports required by this agreement shall be sufficient if sent by the parties in the United States mail, postage paid, to the address noted below:
21. Laws. Consultant. Shall comply fully with all applicable Federal, State, and local laws, ordinances, regulations and permits.

County of Yolo
Room 214 Courthouse
P.O. Box 1068
Woodland, Ca 95695

David M. Griffith and Associates, Ltd.
666 Dundee Road
Northbrook, Illinois 60062

IN WITNESS WHEREOF, the County and the Consultant have executed this agreement as of the date first written above.

Yolo, County

BY: Betty G. Marshall
(County Official)

AUG 3 1979

ATTEST: PETER McNAMEE, COUNTY CLERK

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By John E. Lucas
Deputy

David M. Griffith and Associates, Ltd.

BY: David M. Griffith for
Mr. David M. Griffith
President

Methodology for Computation
of Additional Recoveries

The County and the Consultant hereby agree to utilize the following methodology in determining additional recoveries.

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1. The following programs/departments will be utilized in the recovery calculations:
 - a. Welfare
 - b. District Attorney Family Support
 - c. Mental Health
 - d. Hospital
2. The Consultant prepared cost allocation plan will provide gross central service cost allocations to the above listed programs/departments. The Consultant ~~will~~ ^{is} utilizing the gross allocations will determine what portion of the amount allocated is actually recoverable from sources outside of the County. This amount shall be designated "net recoverable funds".
3. The Consultant will calculate "net recoverable funds" for the programs listed above for the fiscal year in which the plan is prepared using the County's prior years methodology and allocation sources.
4. Net recoverable funds calculated in Step 2 above minus net recoverable funds calculated in Step 3 above results in change in recoveries resulting from the Consultants plan. If this number is positive it represents "additional recoveries" for the purposes of Section 4 (compensation) and Section 5 (Method of Payment) of this contract.

BY:

B. C. Marchand
County Official

BY:

David M. Griffith for
David M. Griffith

Not completed, Woodland did not want to sign.
See Agreement No. 79-408

Book

AGREEMENT NO. 79-299

(Joint Exercise of Powers Agreement)

THIS AGREEMENT, made by and between the COUNTY OF YOLO, a political subdivision of the State of California (hereinafter referred to as "COUNTY"), and the CITY OF WOODLAND, a municipal corporation (hereinafter referred to as "CITY"),

W I T N E S S E T H:

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1. RESCISSION. The Joint Exercise of Powers Agreement by and between the parties hereto, Yolo County Agreement No. 79-72, executed March 13, 1979, is hereby rescinded under the terms and conditions of this agreement.

2. COUNTY INTENTION. COUNTY declares its current intention to relocate its COUNTY library administrative headquarters to facilities other than the building located at 250 First Street, Woodland, California. COUNTY declares its intention to relocate within five (5) years and promises in any event to vacate those premises within seven (7) years from the date of this agreement.

3. LEASE. The lease of the existing City Library facility to COUNTY as set forth in said Agreement No. 79-72 is hereby rescinded effective July 27, 1979, and CITY acknowledges that this lease concerns only that portion of the library building occupied by the Woodland Branch Library.

4. COUNTY WING. The parties acknowledge and agree that an agreement between Carnegie Corporation and CITY and COUNTY establishes the right of COUNTY to occupy the COUNTY wing of the library building located at 250 First Street, Woodland, Califor-

1 nia. That agreement is evidenced by a letter dated June 11, 1914,
2 from Carnegie Corporation to the Secretary of the Library Board
3 promising to provide \$12,000 to extend the library building in
4 Woodland according to plans submitted so as to provide for Yolo
5 County conditioned on Yolo County pledging \$1,200 a year for
6 carrying on the library work in said building and on a site being ^{Micro Fiched}
7 provided for the extension. It is further evidenced by a resolu-
8 tion of the Board of Supervisors of COUNTY adopted on July 6,
9 1914, accepting the Carnegie Corporation offer and pledging to
10 give \$1,200 a year for carrying on library work in said building
11 according to the terms of the offer. It is also evidenced by
12 Resolution No. 162 of the Board of Trustees of CITY adopted on
13 July 6, 1914, reciting the Carnegie offer and the COUNTY
14 resolution of July 6, 1914, accepting the Carnegie donation, and
15 authorizing the Board of Library Trustees to erect the extension
16 upon the terms and conditions proposed in the offer. It is
17 acknowledged and agreed that this agreement entitles COUNTY to
18 occupy the COUNTY wing of the Library Building so long as COUNTY
19 expends \$1,200 a year for carrying on library work (including
20 COUNTY library administrative headquarters work) in the COUNTY
21 wing of the building.

22 5. MAINTENANCE AND RISK OF LOSS -- COUNTY WING. So long as
23 COUNTY occupies the COUNTY wing of the library building located
24 at 250 First Street, Woodland, COUNTY agrees to maintain the
25 interior of the premises in good order and repair, ordinary wear
26 and tear excepted, and promises to bear the risk of loss of that

1 wing and personal property located therein.

2 6. RISK OF LOSS--WOODLAND BRANCH. The risk of loss of the Wood-
3 land Branch of the library building located at 250 First Street,
4 Woodland, California, and of personal property located therein,
5 as of July 27, 1979, is borne by CITY.

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6 7. COUNTY SERVICES. From and after July 27, 1979, COUNTY is
7 discharged from any responsibility, authority, or liability for
8 the administration, operation, or maintenance of library facili-
9 ties within CITY'S boundaries including, but not limited to, the
10 Woodland City Branch Library, located at 250 First Street.

11 8. YOLO COUNTY LIBRARY ADVISORY BOARD. From and after July 27,
12 1979, COUNTY is discharged from any obligation to appoint a
13 resident of City to the Yolo County Library Advisory Board.

14 9. GRANTS. COUNTY is discharged from any duty or responsibility
15 to procure establishment grants under the California Library
16 Services Act or Title V of the California Administrative Code or
17 any other State or Federal grants obtained for library purposes
18 for the Woodland Branch Library. COUNTY shall return to the
19 grantor any such funds obtained. The parties acknowledge that no
20 such funds have been expended by COUNTY.

21 10. TRUSTS. The joint exercise of powers agreement rescinded by
22 this agreement authorized COUNTY to administer certain trusts,
23 provided that the COUNTY shall become successor in interest to
24 certain trust property, and provided that CITY shall execute any
25 necessary and appropriate documents to effect said transfer. It
26 is acknowledged that COUNTY has not exercised such authority to

1 administer any trusts or received any trust property and that
2 CITY has executed no documents to effect any such transfer.
3 COUNTY hereby transfers to CITY all COUNTY'S right, title or
4 interest in or to any such trust property.

5 11. REAL AND PERSONAL PROPERTY. The joint exercise of powers
6 agreement rescinded by this agreement required that CITY inven-
7 tory certain real and personal property prior to January 1, 1979.

8 It is acknowledged that no such inventory has been made. CITY
9 acknowledges the delivery to it on July 27, 1979, all real and
10 personal property transferred to COUNTY pursuant to Yolo County
11 Agreement No. 79-72, and its predecessor agreement, Yolo County
12 Agreement No. 78-355. CITY hereby discharges COUNTY from any duty
13 to make inventory or accountings of such real or personal
14 property.

15 12. EMPLOYEES. From and after July 27, 1979, all employees of
16 the County of Yolo, employed at the Woodland Branch Library on or
17 after that date are employees of CITY. CITY shall grant each such
18 employee full credit for all accrued but unused vacation, sick
19 leave, or other form of paid or compensated leave standing to the
20 credit of the employee as a COUNTY employee as of July 27, 1979.

21 13. REMODELING. COUNTY is discharged from taking any further
22 steps toward remodeling the existing City Branch Library facil-
23 ity.

24 14. REMODELING EXPENSES. It is acknowledged that the only ex-
25 penses incurred by COUNTY in connection with remodeling the
26 existing Woodland Branch Library facility consists of certain

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1 amounts due and unpaid from COUNTY to Wirth & Long/Architects,
2 Inc. under Yolo County Agreement No. 79-226. CITY agrees to pay
3 and save COUNTY harmless from any and all liability arising from
4 that Agreement No. 79-226.

5 15. NEW WOODLAND BRANCH LIBRARY FACILITY. COUNTY is discharged
6 from participating in any way to provide a new Woodland Branch
7 Library facility.

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8 16. REMOVAL. COUNTY shall remove COUNTY materials, equipment and
9 other personal property from the Woodland Branch Library by July
10 27, 1979.

11 IN WITNESS WHEREOF, the parties have executed this agreement
12 by their officers thereto duly authorized.

13 Dated: August 3, 1979.

COUNTY OF YOLO, a political subdivision
of the State of California

14 By:

15 Robert C. Marchand
16 CHAIRMAN OF THE BOARD OF SUPERVISORS
17 COUNTY OF YOLO, STATE OF CALIFORNIA

18 ATTEST

19 PETER McNAMEE, CLERK

20 By:

Shirley Kirkland
Deputy

21 (SEAL)

22 CITY OF WOODLAND, a municipal corporation

23 By: _____

24 ATTEST

25 JEAN WINNAP, CLERK

26 By: _____

(SEAL)

MODIFICATION FORM

Book

REQUEST FOR PROGRAM MODIFICATION

DATE

AGREEMENT NO.

Yolo County Office of Education - Project MOVE

August 1, 1979

79-300

Title: II-D and VI

Modification Number

Contract Number

Program: Services Provided to PSE Participants

002 -

78-350

Changes herein will have the following effect on federal government funds in this contract

☐ Unchanged☒ Increased by \$ 2,000☐ Decreased by \$

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

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The purpose of this modification is to facilitate the increased activities associated with the hiring of approximately 90 new CETA PSE employees prior to October 01, 1979. Intense outreach, recruitment, and eligibility certification activities will be necessary, and this contract modification will provide Project MOVE with outreach assistance to ensure that these activities, in addition to the completion of required employability plans, can be completed prior to the end of the fiscal year.

FILED

SEP-5 1979

PETER McNAMEE, Clerk

By Richie Mumburn
Deputy

MODIFICATION

This modification will provide for the temporary hire of one outreach worker to coordinate the increased recruitment, and certification tasks necessary to fill the 90 newly authorized positions (see attachment). MOVE Project will also complete employability plans for all PSE participants hired between April 01, 1979, and September 30, 1979, as required by the new legislation.

\$11,000

New grand total and fixed price

Signature of program operator 78-39-04
Date

Recommendation and/or comments by staff:

☒ Approve☐ Disapprove

The staff feels this short-term manpower, travel, and advertising expenses are appropriate to insure timely hiring of new participants. The Prime Sponsor is willing to make the necessary arrangements to indicate our commitment to meet a fair share quota as encouraged by DOL.

Recommendation of the MAPC N/A

☐ Approve☐ Disapprove

ACTION OF THE YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION:

☐ Request for modification denied

☐ Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

Signature of Authorized Officer 8-7-79
Date

August 1, 1979
Effective date of modification

ATTACHMENT

1 - Outreach Worker \$804X2mo.	1,608
St. Comp. at 1.88	31
	<u>1,639</u>

Travel 150 miles WX8 wksX.20	240
Advertisement/supplies	121
	<u>2,000</u>

TOTAL = 2,000

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